

EXHIBIT 1

REQUEST FOR RESPONSE

Tow/Recovery/Service/HAZMAT Services

RFR #SP20-TOW-X81

COMMBUYS Bid #BD-20-1084-POLGH-GHQ-43904

THE COMMONWEALTH OF MASSACHUSETTS

SECRETARY OF PUBLIC SAFETY DEPARTMENT OF STATE POLICE

470 WORCESTER ROAD
FRAMINGHAM, MA 01702



Request for Response (RFR)

Document Title: Tow/Recovery/Service/HAZMAT Services

COMMBUYS Bid#: BD-20-1084-POLGH-GHQ-43904

Agency Document Number SP20-TOW-X81

**Amended 10/11/19- Section 1.2.18
Section 1.3.2
Section 3.3.1**

**Section 1.2.13
Section 3.2.3**

Please Note: This is a single document associated with a complete Bid (also referred to as Solicitation) that can be found on www.COMMBUYS.com. All Bidders are responsible for reviewing and adhering to all information, forms and requirements for the entire Bid, which are all incorporated into the Bid. Bidders may also contact the COMMBUYS Helpdesk at COMMBUYS@state.ma.us or the COMMBUYS Helpline at 1-888-MA-STATE. The Helpline is staffed from 8:00 AM to 5:00 PM Monday through Friday Eastern Standard or Daylight time, as applicable, except on federal, state and Suffolk county holidays.

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1. SCOPE OF SERVICES

The Massachusetts State Police (MSP) is soliciting bidders for the acquisition of Tow, Recovery, Service, and HAZMAT services, across the Commonwealth in order to maintain public safety and provide rapid assistance to motorists. MSP intends to contract with multiple qualified Tow Service Providers throughout the Commonwealth, and within specified zones, to ensure adequate and continuous coverage of all ways for police-directed involuntary towing, service and recovery of vehicles.

MSP Station Commanders have determined specific tow zones within each Barracks' patrol jurisdiction, with the approval of the Troop Commander based on:

- Number of crashes
- Requests for service
- Traffic volume
- High-demand events or venues
- Number of approved Tow Service Providers
- Other measurable demands for service

Tow Zones will either be assigned to one specific approved Tow Service Provider or to several approved Tow Service Providers who shall respond on a rotational basis. Troop Commanders will oversee and ensure that in areas where multiple tow companies are assigned to zones that all calls for service will be distributed through a fair and equitable system.

1.1 General Overview

Tow Service Providers shall provide emergency towing and related services upon all ways within the Commonwealth when directed by MSP personnel. Related services shall include, but are not limited to:

- Delivery of Fuel
- Tire Change
- Tire Inflation
- Delivery of Vehicle Fluids
- Jump-Start Service
- Lock-Out Service
- Any services provided to get a disabled vehicle under way and off roadway safely

For the term of any awarded contract resulting from this RFR, Tow Service Providers are required to provide towing, service and/or recovery for either one or both of the vehicle and service classification categories referenced below and must demonstrate in its application that it owns or term-leases the specific equipment as defined in Sections 3.1.3 and 3.2.3 of this contract to perform services for which category they apply.

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Category I: Towing/Recovery/Service – vehicles or combinations ≤ 10,000 GVWR/GCWR:
Passenger Automobiles, Light Trucks/Vans, Trailers, Motorcycles, Mopeds, or Motor Scooters

Category II: Towing/Recovery/Service/HAZMAT – vehicles or combinations > 10,000 GVWR/GCWR:
Commercial Trucks, Truck Tractors, Tractor/Trailer Combinations, Trailers, Machinery, Campers/Motor Homes/Recreational Vehicles, Buses, and vehicles that on-scene MSP personnel determine require the use of a rotator to recover

Interested vendors may bid for one or both categories and must demonstrate the ability to meet all requirements for the respective categories, as described in this RFR.

Electronic Quote Submission Instructions

Bidders are advised that Massachusetts State Police (1) restricts submission of written questions to the Bid Q&A tool and (2) requires all responses to be submitted using the online submission tools available to active COMMBUYS account holders only. Bidders are solely responsible to monitor this site for bid amendments, if any. Bidders may monitor the record by frequently checking the Header Information for the list of Amendments. Bidders with active COMMBUYS accounts may also monitor the record through COMMBUYS email notification and record tracking tools enabled when a vendor acknowledges receipt of a bid. To establish a COMMBUYS account, bidders must select the Register link on www.commbuys.com and complete the online free subscription process.

1.2 Tow Service Provider Responsibilities – Service Delivery

1.2.1 Application: Satisfy all application requirements as described within this RFR.

1.2.2 Equipment Use: Use ONLY the equipment authorized for the vehicle and service category approved for.

1.2.3 Hours of Service: Have personnel available 24 hours a day, seven days a week to respond, tow, and service vehicles in compliance with Section 3.4.

1.2.4 Roadside Payments: Have a system in place for accepting roadside payments by credit card. No additional fees or charges shall be assessed to the consumer for using a credit card to pay for services provided.

1.2.5 Tow Records: Maintain tow records in compliance with MSP, State and/or Federal record-keeping requirements (no less than a minimum of 36 months). At a minimum, tow records shall contain the Tow Service Provider's driver name, year, make, model, vehicle identification number (VIN), registration number of towed/serviced vehicle, location from where vehicle was towed, address of where vehicle was delivered, mileage per call, name of person to whom vehicle was released, dates, times and all charges. Tow Service Providers shall include documentation to support all charges seeking reimbursement of fungible supplies, damaged equipment, or services provided by third parties.

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These records shall be available for inspection by the MSP or its designee or other authorized parties during normal business hours. These records shall be produced upon request of the MSP within two business days. Failure to produce requested records shall be grounds for immediate removal from all MSP tow lists.

All documents, records and books of account shall be maintained in accordance with generally accepted accounting principles and shall be subject at all times, during the periods referenced above, to examination and audit by the MSP or authorized parties during normal business hours.

1.2.6 Right of Entry/Audits: The MSP reserves the right to perform spot auditing of tow records maintained by Tow Service Providers without prior notice. Tow Service Providers acknowledge that the MSP has a right of entry during normal business hours in order to verify whether or not company record keeping is in compliance with this RFR and any awarded contract.

1.2.7 Monthly Report: Submit a Monthly Tow and Service Report to Station Commander within seven (7) days of the close of each month. The monthly report shall be documented in a format designated by the MSP (see [Attachment 1](#)), which may include the requirement for electronic submissions. Tow Service Providers shall be subject to penalties as outlined in section 4.2 of this RFR for failure to submit complete, accurate and timely monthly reports.

1.2.8 Photographs/Videos: Tow Service Providers and their employees are explicitly prohibited from disseminating photos, videos, or any other image or depiction of the scene and/or vehicles involved in a MSP tow. Further, drivers are prohibited from disseminating information regarding the vehicle owner, operator, or passengers to anyone. This prohibition includes the dissemination of images from the tow scene and/or the identities of involved parties on any social media platform including but not limited to: Facebook, Twitter, Instagram, and Snap Chat. Further, Tow Service Providers and their employees are prohibited from disseminating images of the tow scene and/or the identities of involved parties to the media, including but not limited to: newspapers, television stations, radio stations, and magazines. Such actions will be grounds for immediate termination of the contract.

1.2.9 Vehicle Removal: Shall not remove any vehicles from any way, road or highway, unless specifically authorized by the MSP or another duly authorized authority. Tow Service Providers shall only tow or otherwise move a vehicle utilizing the shortest, legal route to one of the following locations:

- The towing company's principle place of business or nearest storage facility, or
- To the location designated by the owner or operator of the vehicle (when specifically authorized by MSP personnel on scene)

1.2.10 Vehicle Removal – Special Circumstances: Notwithstanding any provisions in this RFR and any awarded contract, the MSP reserves the right to authorize tows under special circumstances at the discretion of the District Attorney's office of jurisdiction, and to have vehicles towed in any manner they deem necessary.

1.2.11 Impounded Vehicles: Shall obtain authority, in the manner decided by the MSP, before holding or releasing a vehicle impounded because of an active or on-going investigation. Vehicles towed for an

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Operating Under the Influence of Alcohol offense, for which there was a breathalyzer refusal, shall not be released until the passage of twelve (12) hours per MGL c.90 §24.

When necessary, the MSP may require the Tow Service Provider to transport impounded vehicles to a designated storage facility, at no cost to the MSP.

1.2.12 Refusals: Shall answer routine calls for service in addition to towing. Tow Service Providers shall not refuse to remove or service any vehicle without just cause. Just cause shall be defined as a legally sufficient reason to include but not limited to circumstances where:

- Tow Service Provider is physically unable to complete service
- Specific safety issues prevent completion of service
- Specific assistance is unavailable
- Specific additional equipment is unavailable

1.2.13 Regulatory Compliance: Shall comply with all federal, state and local laws, Department of Public Utilities (DPU) regulations, Federal Motor Carrier Safety Regulations, and any Incident Management Response plans or agreements. Approved Tow Service Providers will maintain a valid DPU Involuntary Tow Certificate. All regulated tow trucks shall display valid DPU decals, Massachusetts State Commercial Inspection Stickers and Registry of Motor Vehicles Compliance Decals as required. A complaint may be submitted by any person observing non-compliance with this section, and an investigation/inspection shall be completed. **Note- A DPU Certificate of Involuntary Tow will satisfy this requirement.**

1.2.14 FMCSA/USDOT Authority: Shall have assigned and properly displayed USDOT numbers on all regulated commercial vehicles as issued by the Federal Motor Carrier Safety Administration authorizing interstate operating authority. All FMCSA/USDOT authority shall be active and if rated, have a rating no less than satisfactory. Random checks may be conducted by the MSP through the online portal at: <http://safer.fmcsa.dot.gov>.

1.2.15 USDOT Federal Out of Service Orders: Any Tow Service Provider who is subject to any USDOT Federal Out of Service Order shall be grounds for bid disqualification. If awarded a contract and contractor becomes subject of any USDOT Federal Out of Service Orders during the life of the contract, this shall be grounds for termination of the contract.

1.2.16 Drivers List: Shall maintain a current list of drivers. Driver's lists shall contain at a minimum driver's name, date of birth, license number, license state, and date of hire. The Tow Service Provider shall notify the Station Commander immediately in writing of any hired or terminated personnel. No drivers shall be utilized for MSP tows until authorized by the MSP.

1.2.17 Business Location: Must be physically located and licensed within Massachusetts. The Tow Service Provider shall conspicuously post therein a reference to 220 CMR 272 as well as maximum rates, charges, and fees associated with involuntary police towing and recovery. Additionally, the Tow Service Provider shall conspicuously post the MSP contact information for filing a towing response. A written copy of both the towing rates and the MSP contact information shall be provided to consumers contemporaneous with the settlement of all outstanding charges, or at the time upon request. MSP

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forms 357A (category I) or 357B (category II) shall be utilized to satisfy this requirement, and will be made available to awarded vendors.

1.2.18 Scene Remediation: No Tow Service Provider shall engage in scene remediation or hazardous materials remediation that is not specifically approved by the Massachusetts Department of Transportation (MassDOT) in conjunction with the Department of Environmental Protection (MassDEP). This does not preclude the off-loading of vehicle fuel tanks for safe recovery or from ensuring “broom-clean roadways,” free from debris, obvious hazards, and applying and removing materials used for the absorption of spilled fluids. In accordance with section 3.5.5 of this contract, Tow Service Providers are required to submit with their application a written Standard Operating Plan for hazardous material handling, a MassDEP Hazardous Material Generator registration, and MassDEP Hazardous Material Transporter registration **if transporting to location other than their own facility**. Any deviance from this plan shall be considered a violation of this RFR and any awarded contract. While providing services, Tow Service Providers shall use due care and caution to prevent additional damage to vehicles and property, including damage to the interior of vehicles from improper disposal of debris.

1.2.19 Eligibility: Any Tow Service Provider currently in good standing with the MSP, or any company which has had no prior towing business relationship with the MSP, may submit a bid under this RFR. Any company, or principal corporate officers, that have been the subject of a suspension from any MSP Station Tow List for twelve (12) consecutive months or more, or that has been permanently removed for cause from any MSP Station Tow List, may submit a bid under this RFR, but if warranted by supported documentation, may be subject to immediate disqualification.

1.2.20 Gifts: Any Tow Service Provider, or agent thereof, which is under contract with the MSP to provide towing and/or related services, is expressly prohibited from offering anything of value (including but not limited to: money, tangible or intangible personal property, food, beverage, loan, promise service, or entertainment) for the direct or indirect benefit of a member of the MSP. This requirement is in accordance with MGL c.22C §14 which prohibits acceptance of such gifts.

1.2.21 Motor Vehicle Safety: Shall respond to calls for service using the proper care and caution in its operations. The services provided shall conform to the professional standards of care and practice customarily expected of similar companies engaged in performing comparable work, and that the personnel furnishing said services shall be qualified and competent to perform adequately the services assigned to them. Tow Service Providers shall abide by all applicable motor vehicle laws and regulations and any safety advisories in effect at the time. The MSP will strictly enforce all applicable motor vehicle laws, regulations, and safety advisories. The MSP will not tolerate reckless operation, including speeding, by Tow Service Provider’s employees.

1.2.22 Scene Management: Shall take every precaution to prevent any interference with the normal flow of traffic. Tow Service Providers shall take direction on all matters related to roadways from the MSP, MassDOT, authorized government entities or incident commanders on scene.

1.2.23 Quick Clearance: Shall adhere to Federal Highway Administration Quick Clearance First Responder training guidelines.

1.2.24 Patron Services: Shall conduct business in a courteous and presentable manner at all times. Any person who is present in a vehicle provided by the Tow Service Provider or who is responding to a

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call from the MSP shall have been successfully vetted with a proper background check completed and approved by the MSP. This includes drivers, operators, laborers and any other person arriving at a call generated by the MSP. At no time shall the Tow Service Provider or its employees allow any person who has not been subject to a background check and authorized by the MSP to be present at any MSP call for service. In the event that a large scene overwhelms the Tow Service Provider's labor staff, the Troop Commander (or his designee) may authorize the use of additional non-vetted labor staff. In this event, the Tow Service Provider must assure that this additional labor staff has no direct contact with the public/patrons on scene.

Tow Service Providers shall not allow any person to occupy or remain within a motor vehicle while it is loaded and stored upon, or drawn or towed behind, any service vehicle. All operators and their passengers shall be transported within the passenger compartment of the responding tow service vehicle to the location where the vehicle is being towed to.

Outside of normal business hours, Tow Service Providers shall transport operators and their passengers from the scene to the nearest safe location, as approved by MSP personnel.

1.2.25 Special Permits: In the event a Tow Service Provider removes a vehicle that requires special permitting (over-weight/over-dimensional vehicles or loads), any subsequent moves made beyond the initial emergency move, the Tow Service Provider shall ensure that proper permitting is obtained from the Massachusetts Department of Transportation (MassDOT).

1.2.26 Zone Boundaries: In areas that are patrolled by more than one barracks, the call will be serviced in alignment with the patrol assignment of the responsible MSP personnel/barracks.

1.2.27 Gone-on-Arrival (GOA): Shall respond to all service calls as requested by the MSP. The MSP does not guarantee that a vehicle will be available for the Tow Service Provider to service upon their arrival for the designated service call. The Tow Service Provider shall accept a GOA event as an element of providing service for the MSP and shall have no recourse, including compensation of any kind.

1.2.28 Canceled Tows: In the event that the MSP determines that a tow is not required in any given situation and cancels a Tow Service Provider's response at any time subsequent to a request, no charges shall incur as a result of said cancellation. The MSP has absolute discretion to cancel any requested tow or related services for any reason.

1.2.29 Tolls: Toll charges shall be assessed per 220 CMR 272, and shall be assessed at the actual cost.

1.2.30 Business Interests: No Tow Service Provider shall be directly involved in the towing related business of any other Tow Service Provider that is under contract with the MSP. Directly involved shall mean having any interest, financial or otherwise on such matters involving, but not limited to, business licenses, insurance, truck or equipment ownership, and/or employees functioning as company officers.

1.2.31 Business Ownership: The sale or transfer of the controlling interest in a company shall be communicated to the MSP at least 60 days in advance of such sale or transfer. Upon execution of the sale or transfer, the contract shall become null and void. The SSST reserves the right to determine if new owner can re-apply.

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1.3 Storage Facilities

1.3.1 Security: Shall provide security of vehicles and property at the place of storage to prevent theft, tampering, and/or damage. At a minimum, an outdoor locked and gated area shall be provided along with secure, indoor storage available. This outdoor area must be enclosed by a minimum 6 foot tall fence and be adequately illuminated at night as per MGL c.159B s.6B. The Tow Service Provider is solely responsible for the protection, care, custody, and control of all vehicles and the property contained within such vehicles.

1.3.2 Indoor Storage: Shall have indoor storage areas and may bill storage fees as outlined in this contract (see [Attachment 2](#)).

1.3.3 Storage to be in Massachusetts: Shall have storage capabilities within the geographic confines of the Commonwealth of Massachusetts, and at no time shall a MSP-ordered towed vehicle be stored at any location outside the Commonwealth.

When new storage areas are added by a Tow Service Provider, it is the responsibility of the Tow Service Provider to notify the Station Commander of that location and obtain approval for use prior to storing MSP-ordered towed vehicles.

1.3.4 Primary Storage Facility: The primary storage facility shall normally be at the same location as the business address. If vehicles are stored at a location other than the primary storage facility, no additional charges shall be assessed (see [Attachment 2](#)), and the regulations outlined in 220 CMR 272 and this RFR and any awarded contract shall prevail. All storage facilities must be approved by the Station Commander of jurisdiction prior to storing vehicles ordered removed by the MSP.

1.3.5 Leasing: Storage facilities leased and/or shared with another entity shall only be approved if the owner charges for the space on a flat rate rather than a vehicle-by-vehicle basis.

1.3.6 Return of Vehicles/Property: Shall allow vehicle owners/owners' agents, with valid proof of ownership or authorization, access to a towed vehicle for the purposes of inspecting, retrieving personal effects from within and/or documenting its condition, unless the MSP has specifically prohibited such access. This service shall be provided without charge during the company's regular business hours, as declared on their RFR response. At a minimum these hours shall encompass Monday through Friday 8:00AM – 5:00PM, and Saturday 8:00AM-12:00PM, excluding state and federal holidays.

1.3.7 Waiting Facilities: Shall maintain a waiting facility during normal business hours, with access to:

- Bathroom facilities
- Telephone services
- Information regarding local hotels, car services, taxis, restaurants, etc.

1.3.8 Environmental Compliance: Vehicle storage facilities shall comply with all local, state and federal environmental protection regulations, and permitting. No assessment of additional fees for customary vehicle storage shall be billed to the towed vehicle owner.

1.4 DPU Towing and Storage Regulations

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1.4.1 All Tow Service Providers shall adhere to the regulations outlined in 220 CMR 272.

1.5 Insurance Requirements

1.5.1 Both Category I and Category II Tow Service Providers shall maintain the following types and minimums of insurance in good standing:

- On-Hook Liability minimum of \$100,000
- General Liability Insurance minimum \$1,000,000
- Garage Keeper's Insurance minimum \$100,000
- Worker's Compensation Insurance as set by Massachusetts statutory limits

1.5.2 MCS-90 General Liability Insurance on an Endorsement for Motor Carrier Policies of Insurance for Public Liability MCS-90 form equal to or greater than \$1,000,000

1.5.3 For Category II only, proof of an additional \$1,000,000 general liability insurance

1.5.4 **Insurance Status Changes:** Shall immediately advise each Station Commander in writing of any change of the status, coverage, or carrier of any insurance policy or endorsement required by this RFR and any awarded contract.

2. *TOW OPERATOR QUALIFICATIONS AND EMPLOYMENT CERTIFICATIONS*

2.1 Minimum Qualification for All Drivers:

2.1.1 **Driver's Licenses:** Each driver must have a valid driver's license/right to operate in Massachusetts applicable for each vehicle operated. Drivers holding licenses from out of state are required to provide a certified copy of their out of state driver's history/status.

2.1.2 **Medical Certificates/Equivalent:** Valid Medical Certificate/Skills Performance Evaluation (SPE) Certificate issued by an authority authorized by the FMCSA National Registry of Certified Medical Examiners, or hold a Massachusetts Registry of Motor Vehicles medical waiver.

2.1.3 **Training:** Drivers shall have successfully completed an approved Tow Operator training certification course (see [Attachment 3](#)) and an approved Federal Highway Administration Traffic Incident Management (TIM) Course.

2.1.4 **Identification:** Approved Tow Operator training programs shall issue photo identification to drivers upon successful completion of training. Identification shall be displayed conspicuously while on MSP tows. The minimum information to be displayed shall include: Photo, Name and Training Company ID number.

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2.1.5 Background Investigations: Tow Service Providers and their employees shall authorize initial and recurring background investigations on all drivers, employees, and owners/principals to include but not limited to: previous employment, CORI, Interstate Identification Index, driving records, and Sex Offender Registry Board records. Tow Service Providers shall facilitate their agent/employee's endorsement of any necessary waiver to obtain these records.

2.1.6 Driving Records: The MSP may conduct an inquiry of the driving records of any operator providing or proposed to provide services under this RFR and any awarded contract, at any time.

2.1.7 CORI Background Investigation: The MSP shall conduct an annual Criminal Offender Records Information (CORI) background check on any persons providing or proposed to provide services under this RFR and any awarded contract. The Troop Commander shall ensure the Station Commander, or their designee, performs the CORI background check. A criminal conviction or indictment of an owner corporate officer, or anyone holding an interest in the business, including but not limited to: stolen or embezzled vehicles, fraud related to the towing business, stolen property, crimes against morality, and/or crimes against the person, shall be grounds for removal from all station tow lists, disqualification from the application process, and/or termination of the contract.

A criminal conviction or indictment of an employee, including but not limited to: stolen or embezzled vehicles, fraud related to the towing business, stolen property, crimes against morality, and/or crimes against the person, shall be prohibited from any involvement with MSP calls for service.

The MSP may make an individual assessment of suitability based upon reliable information received from any law enforcement agency or source.

2.1.8 Employee Status Changes: Shall immediately advise each Station Commander or designee, in writing, of any change of the status of any employee intended for use on MSP tows (new hires, terminations, etc.).

2.1.9 Appearance and Demeanor: All tow operators shall dress in appropriate attire and act with integrity and in a courteous and professional manner at all times. While responding to MSP calls for service, all operators shall wear proper ANSI Class 3 rated clothing.

2.1.10 Disqualified Operators: If the MSP determines that any Tow Service Provider employee is unacceptable or unqualified to perform the work hereunder this RFR or awarded contract, that employee shall immediately cease to perform all such duties, and the Tow Service Provider shall remove that individual from their approved employee list.

2.2 Additional Requirements for Category II Operators

2.2.1 Drug and Alcohol Testing: All operators who hold CDL licenses and operate vehicles requiring a CDL license shall be enrolled in a Drug and Alcohol testing program as prescribed by the Federal Motor Carrier Safety Administration. (49 CFR Part 382)

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2.2.2 Hoisting License: Valid hoisting license with a minimum of Class 1B, however operators must possess licenses for each class of equipment they will be operating as determined by the Massachusetts Office of Public Safety and Inspections (OPSI).

2.2.3 Rotator Operator Certification: All operators who operate rotators shall have proof of rotator operator certification by a recognized training program.

2.2.4 OSHA Training: All operators shall attend and complete an Occupational Safety and Health Administration (OSHA) approved 10-hour General Industry training course.

2.2.5 HAZWOPER: One supervisor shall have completed an OSHA-approved Hazardous Waste Operations and Emergency Response certification (HAZWHOPER) 40-hour training course.

2.2.6 CVES Consultation: During Category II operations, the Commander of the MSP Commercial Vehicle Enforcement Section, or their designee, shall be consulted and advised of all proposed actions and remediation decisions relative to the scene. Any behavior deemed unsafe or discourteous will be considered grounds for immediate removal from the scene and may result in further action by the Troop Commander.

2.3 Approved Training Programs

2.3.1 Tow Service Providers shall use a training program whose curriculum shall meet national standards. If a Tow Service Provider wants to use a program that is not listed in [Attachment 3](#), they shall submit the curriculum of the program they wish to use for training to the Department's Tow Committee for review and approval.

2.4 Alcohol, Marijuana/Cannabis and Controlled Substances

2.4.1 Alcohol Prohibitions: At no time shall any responding agent of the Tow Service Provider ingest, possess, or be under the influence of an alcoholic beverage while on-call or responding for the MSP. This shall include any odor, or detectable amount, of alcoholic beverages.

2.4.2 Marijuana/Cannabis: Tow Service Provider's operators and agents shall not use or possess marijuana, cannabis or any product that contains delta-9 Tetrahydrocannabinol (THC) while on-call and/or responding for the MSP. This shall include any odor, or detectable amount, of marijuana or cannabis.

2.4.3 Controlled Substances: At no time shall a Tow Service Provider or its agents possess or operate a vehicle under the influence of a controlled substance while on-call or responding for the MSP. Drivers and responding agents shall not ingest any substance that will render them unsafe to operate a motor vehicle (this includes, supplements, over the counter medication, licit or illicit substances and prescription medications).

2.4.4 Violations: Drivers or responding agents who are found to possess, ingest, or be under the influence of alcohol, marijuana/cannabis, or any controlled substances of any amount, while working at the direction of MSP, will be subject to the violation schedule under section 4.2.3.

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3. SPECIFICATIONS: CATEGORIES, EQUIPMENT, RESPONSE TIMES AND FEES

3.1 Category I: Passenger Automobile Towing, Recovery and Service

3.1.1 Definition of Category I: Single/Combination Vehicles with a GVWR/GCWR equal to 10,000 pounds or less.

3.1.2 Fleet Vehicles: The Tow Service Provider must own or term-lease its own fleet of vehicles to provide services required of this contract in compliance with this section. All the services provided by the Tow Service Provider shall be performed with the Tow Service Provider's own vehicles and staff. There will be no subcontracting allowed for the usual demand of services. In the event there is an unusual demand for service (IE: need for extra equipment in excess of mandatory requirement), the Tow Service Provider may ONLY sub-contract with another Tow Service Provider who has been vetted and awarded a contract under this RFR. (NOTE: Short-Term Leases are permitted when used to replace equipment that is being serviced or repaired.) At the time of application all required vehicles shall be registered and/or titled in Massachusetts.

3.1.3 Required Equipment:

- Two (2) conventional tow trucks, each 15,000 GVWR minimum chassis, with dual 8,000-pound winches, a wheel lift and equipment for towing motorcycles
- Two (2) flatbed car carriers, each 25,500 GVWR minimum and each equipped with a winch and minimum of 50 feet winch line, a wheel lift, and equipment for towing motorcycles (It is preferred that flatbed carriers shall have a crew cab with seating for a minimum of 3 passengers not including the driver)
- All trucks shall clearly display a unique vehicle number in a system determined by the carrier

NOTE A: One flatbed car carrier meeting above description that is equipped with a side puller for winching may be substituted for a conventional tow truck. All new equipment purchased must meet all requirements described above, inclusive of the crew cab requirement.

NOTE B: The standards within 3.1.3 apply for all tow zones unless the RFR specifies otherwise for a specific tow zone.

NOTE C: In the event that a particular tow zone lacks a Tow Service Provider with the above requirements for Category I, the MSP shall select the most appropriate tow companies using the Category I equipment list as a guideline.

3.1.4 Additional Equipment List: Refer to [Attachment 4](#) for list of required equipment.

3.1.5. Classification as a Repairman: Tow Service providers must meet and maintain the standards established by the Registry of Motor Vehicles under 540 CMR 18.02 for classification as a Repairman. Tow Service Providers shall have a valid Repair Plate for each tow service vehicle under this contract, so as to allow the towing of unregistered vehicles.

3.1.6 Additional Charges: Tow vehicle and Support Vehicle charges include the vehicle, operator and utilization of the equipment contained therein. Additional charges for tasks necessary to prepare a

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vehicle for towing are not allowable. Specifically, but not exclusively, this includes: cutting battery cables, using straps, endless loop straps, chains, ratchet binders, spreader bars, removing the drive shaft and axles, use of a wireless headset system, and removing damaged tires (singling an axle out) are encompassed in the tow vehicle or service vehicle hourly rate. Service providers can bill for any fungible or damaged supplies, straps etc. at actual cost plus 15% rate.

3.2 **Category II: Commercial Vehicle Towing, Recovery and Service**

3.2.1 **Definition of Category II:** Single/Combination Vehicles more than 10,000 pounds GVWR/GCWR, recovery and/or HAZMAT Incidents.

3.2.2 **Fleet Vehicles:** The Tow Service Provider must own or term-lease its own fleet of vehicles to provide services required of this contract in compliance with this section. All the services provided by the Tow Service Provider shall be performed with the Tow Service Provider's own vehicles and staff. There will be no subcontracting allowed for the usual demand of services. In the event there is an unusual demand for service (IE: need for extra equipment in excess of mandatory requirement), the Tow Service Provider may ONLY sub-contract with another Tow Service Provider who has been vetted and awarded a contract under this RFR. (NOTE: Short-Term Leases are permitted when used to replace equipment that is being serviced or repaired.) At the time of application all required vehicles shall be registered and/or titled in Massachusetts.

3.2.3 **Required Equipment:**

- Two (2) tow trucks 54,000 pounds minimum GVWR with 30 ton hydraulic boom capacity and dual 30,000 pound winches, under-reach axle lift, capable of towing a fully loaded 80,000 lb. tractor-trailer; each shall be equipped with a multi-stage, extendable boom; No "TRU-HITCH" style booms allowed
- One (1) Rotator Tow Truck, minimum 50-Ton
- Two (2) Flatbed car carriers, each 25,500 GVWR minimum and each equipped with a winch and minimum of 50 feet winch line, and a wheel lift
- One (1) 10-wheel Truck Tractor
- One (1) 25 Ton sliding axle trailer – Landoll-style
- One (1) Airbag Recovery System that contains four (4) high-pressure mat jacks and four (4) low-pressure air bags
- One (1) Front End Loader
- One (1) Fork Lift
- One (1) Set Tandem Wheels
- One (1) Skid Steer
- Fuel transfer capabilities for removing fuel from saddle tanks
- All trucks and/or equipment shall clearly display a unique vehicle number in a system determined by the carrier

NOTE A: In the event that a particular tow zone lacks a Tow Service Provider with the above requirements for Category II, the MSP shall select the most appropriate tow companies using the Category II equipment list as a guideline.

3.2.4 **Additional Truck Equipment:** Refer to [Attachment 5](#) for list of required equipment.

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3.2.5 **Additional Recovery Equipment:** Refer to [Attachment 6](#) for list of required equipment.

3.3 General Vehicle Requirements

3.3.1 **Vehicle Standards:** All towing equipment ratings shall conform to **SAE J2512** standards.

3.3.2 **Vehicle Condition:** Tow Service Provider shall properly maintain its vehicles and tow equipment and keep in good overall mechanically, roadworthy, and in clean condition.

3.3.3 **Additional Required Equipment:** All wreckers and car carriers shall be equipped with a rotating or flashing amber light capable of 360-degree visibility. Each vehicle capable of towing a vehicle on a wheel lift shall have wired or wireless tow-lights capable of being mounted to the towed vehicle.

3.3.4 **Vehicle Markings:** Tow Service Providers shall ensure that vehicles are marked in compliance with state and federal regulations to include but not limited to: Company Name and USDOT Number. No lettering, logos or decals representing an affiliation with the MSP shall be displayed on vehicles, signage, or any printed or electronic business advertisements.

3.4 Response Times

3.4.1 Category I and II:

- 10-20 minutes response time to all limited access highways;
- 10-25 minutes response time to all other urban locations;
- 15-45 minutes response time to all other rural locations.

NOTE: For a heavy-duty recovery operation only, these response times will be adequately met if a representative from the company arrives on scene to begin direction of operations.

3.4.2 **Unforeseen Circumstances:** If unforeseen traffic or circumstances arise out of the control of the Tow Service Provider which will cause an unusual delay in responding, the Tow Service Provider shall immediately contact the requesting barracks and advise of their estimated time of arrival. The Station Commander or designee will then authorize the continued response of the initial company or request another company that can respond without delay.

3.4.3 **Inclement Weather/Special Events:** During predicted inclement weather conditions, special events which could affect access to tow area, or any unusual situation that is known in advance that would interfere with access, the Troop Commander may order tow companies to stage a minimum number of vehicles in close proximity to their assigned areas to allow for efficient response times.

3.5 Maximum Fees for Heavy Duty/Recovery (Category II only)

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3.5.1 Rates: All rates are billed hourly for the first hour and then in ½ hour increments. Minimum fees and fixed hourly minimums are not allowable with the exception of a Heavy Duty Rotator with a minimum 40-ton capacity, which will have an allowable two (2) hour minimum. Service providers may bill a reasonable period of time to return the equipment to its pre-dispatch condition. These rate caps (as identified in Attachment 2) are the MAXIMUM rates that a Tow Service Provider shall charge notwithstanding any private agreement or construct designed to evade the use of this schedule.

3.5.2 Itemized Schedules of Rates: Each Tow Service Provider shall provide an itemized schedule of services and rates. These rates will be locked for the initial duration of the awarded vendor's contract. If awarded vendor's request an increase in rates during a renewal option, that awarded category/zone will go back out to bid.

3.5.3 Additional Charges: Tow vehicle, Tractor and Trailer, and Support Vehicle charges include the vehicle, operator and utilization of the equipment contained therein. Additional charges for tasks necessary to prepare a vehicle for towing are not allowable. Specifically, but not exclusively, this includes: cutting battery cables, using straps, endless loop straps, chains, ratchet binders, spreader bars, removing the drive shaft and axles, use of a wireless headset system, and removing damaged tires (singling an axle out) are encompassed in the tow vehicle or service vehicle hourly rate. Service providers can bill for any fungible or damaged supplies, straps etc. at actual cost plus 15% rate.

3.5.4 Ancillary services: Disposal of debris or damaged cargo, incineration of contaminated or condemned foodstuffs, and other services that are within the scope of heavy truck recovery shall be billed at a rate of actual cost plus 15%. Third party companies utilized by the service provider shall have no direct or indirect financial connection or interest with the Tow Service Provider. The third-party company providing the services or goods shall be substantially and principally engaged in the trade or service and established to provide service or goods to members of the public. Each third-party entity shall be registered as a business entity with the Secretary of State or possess a business license in the community they are conducting business in.

3.5.5 Standard Operating Plan: Annually, each Tow Service Provider shall provide a written Standard Operating Plan on small quantity spill clean-up methods, employee training and disposal methods. All clean ups shall be below the DEP reportable quantity guidelines. The Tow Service Provider shall comply with all DEP regulations and possess the permits necessary or transportation, storage and disposal of petroleum waste products. Cost plus 15% recovery for supplies and disposal is authorized, and must be itemized on the Monthly Tow and Service Report (section 1.2.7)

3.5.6 Emergency Response Plans/ Preparedness: In a declared state of emergency where the safety and well-being of Commonwealth citizens are at risk, contractors may be asked to supply the Commonwealth with the commodities and/or services under the Contract on a priority basis. The Bidder's Response should include the following:

- a) Indicate whether there is a written Continuity of Operations Plan (COOP) that describes how the company will continue to do business in case of an emergency.
- b) A list of emergency contact information including name, position/title, phone, email and cell phone.
- c) A list of the Bidder's building location(s) that would be available to serve the Commonwealth during an emergency.

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- d) A description of the areas of Massachusetts that the Bidder could supply in the event of an emergency (e.g. Entire State, Specific City or Region).

This information will not be considered in the evaluation of the Response.

4. COMPLAINT PROCESS/VIOLATION SCHEDULE

4.1 Complaint Process

4.1.1 All complaints from MSP personnel, Tow Service Providers, or members of the public, shall be documented, in writing, on MSP FORM SP358 (as referenced in section 1.2.17).

4.1.2 **Immediate Suspensions:** The Troop Commander shall order an immediate, indefinite suspension without advance notice for an event where a Tow Service Provider's actions resulted in a threat to public safety or resulted in criminal action being sought against the company or any of its representatives. Complaints that require immediate action shall be forwarded to the Troop Commander for review.

4.1.3 Complaint Steps:

- Step 1. All complaints shall be assigned to the Station Commander of jurisdiction. The Station Commander shall ensure an investigation is completed within 30 days.
- Step 2. The Station Commander shall make a conclusion of fact for each complaint along with a recommended disposition. These conclusions and recommendations shall be forwarded to the Troop Commander for review.
- Step 3. Dispositions of each complaint shall be classified as:
 - UNFOUNDED** – Complaint or incident is false and not factual
 - EXONERATED** – Incident occurred, but actions were lawful and proper
 - NOT SUSTAINED** – Insufficient evidence to prove or disprove the complaint
 - SUSTAINED** – The complaint is supported by sufficient evidence
- Step 4. Troop Commanders shall document their disposition classification and recommendation for action based on the schedule below.
- Step 5. The Troop Commander shall notify in writing, the Tow Service Provider, complainant, and Fiscal Section, within seven (7) days of the final disposition classification and any imposed sanctions.
- Step 6 – A copy of the final report and disposition shall be forwarded back to the Division of Field Service for retention.

4.2 Violation Schedules

4.2.1 The following schedule will be used as a guide for sustained violations of the Department of State Police Tow Service Contract. Subsequent offense penalties shall be assessed for all past violations occurring within a 36 month period. These administrative penalties are in addition to any civil or criminal enforcement action that may take place. The MSP may also set forth a probationary period in addition to the suspensions listed below:

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4.2.2 Minor Violations

May include, but not limited to:

Missing or defective required equipment,
Failure to answer telephone call,
Failure to properly remove debris from crash scene,
Excessive response time,
Civil motor vehicle infraction by driver while on duty/MSP tow,
Driver failing to display required identification, or
Any other factor the Troop Commander deems significant.

1st Offense – Written Warning

2nd Offense – 2 Day Suspension

3rd and Subsequent Offense– 7 Day Suspension – Up to Termination of Contract

4.2.3 Serious Violation

May include, but not limited to:

Failing to conspicuously post/provide copies of rates and/or response process,
Hiring or using unqualified/unlicensed driver,
Disrespect to public or officer,
Improperly releasing/detaining vehicle,
Refusal to service or tow vehicle,
Towing vehicle without permission,
Driver not trained and qualified,
Unsafe operation or recovery which creates a risk to the public or personnel on scene, or
Any other factor the Troop Commander deems significant.

1st Offense – 10 Day Suspension

2nd Offense – 30 Day Suspension

3rd and Subsequent Offense – 90 Day Suspension – Up to Termination of Contract

4.2.4. Major Violation

May include, but not limited to:

Lapse of required insurance/general liability coverage,
Failure to have required number of operational trucks,
Causing unnecessary damage to vehicle,
Criminal Violation by driver while on duty/MSP tow,
Possession/Use of Alcohol, Marijuana/Cannabis, or Controlled Substances while on duty/MSP tow,
Charging more than regulated/allowed rates,
Substantiated claim of missing property from a vehicle,
Failure to produce or allow access to requested documents,
Submission of false or forged records, or
Any other factor the Troop Commander deems significant.

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1st Offense – 45 Day Suspension – Up to Termination of Contract2nd Offense – 90 Day Suspension – Up to Termination of Contract3rd Offense – Termination of Contract**5 APPLICABLE PROCUREMENT LAW**

Check Appropriate Box ("X"):	Type of Purchase	Applicable Laws
	Executive Branch Goods and Services	
<input checked="" type="checkbox"/>	Goods and Services	MGL c. 7, § 22; c. 30, § 51, § 52; 801 CMR 21.00
<input type="checkbox"/>	Human and Social Services	MGL c. 7, § 22, § 22N; c. 30, § 51, § 52; 801 CMR 21.00; 808 CMR 1.00
<input type="checkbox"/>	Legal Services	MGL c. 30, § 51, § 52 and § 65; c. 7, § 22; and 801 CMR 21.01(2) (b)
<input type="checkbox"/>	Grants	MGL c. 7A, § 7; St. 1986 c. 206, § 17; 815 CMR 2.00

5.1 Acquisition Method:

Check All Applicable ("X"):	Category
<input checked="" type="checkbox"/>	Prequalification

Although the MSP is contracting with the awarded Tow Service Providers, they are not responsible for and will not pay for any services provided. Vehicle owners are responsible for payment of all charges, under the terms of the resulting contract awards.

5.2 Whether Single or Multiple Contractors are Required for Contract:

Check One ("X"):	
<input type="checkbox"/>	Single Contractor
<input checked="" type="checkbox"/>	Multiple Contractors

a. Estimated Number of Awards

This RFR allows for multiple vendor awards per zone and estimated quantities are provided, however, MSP reserves the right to determine adequate prequalified vendor coverage per zone and limit capacity. (See zone details, [Attachment 8](#)). Vendors may bid on a single zone or multiple zones. If a vendor bids on multiple zones they must demonstrate they can service all zones concurrently, if necessary, with adequate staffing and equipment (i.e. during high demands for service such as snow). The presumptive measurement to meet this requirement would be full complement of equipment for the highest zone,

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full complement of equipment for the second zone, and additional 50% compliment of the highest compliment for each subsequent zone.

Example below: Zone 1 requires six (6) trucks, Zone 2 requires four (4) trucks, Zone 3 requires four (4) trucks, but is acceptable with only an additional three (3) trucks (half of highest zone requirement), for a total of thirteen (13) trucks available at all times.

<u>ZONE</u>	<u>NORMAL REQUIREMENT</u>	<u>ADJUSTED REQMT WITH MULTIPLE ZONES</u>
ZONE 1	6 trucks	6 trucks
ZONE 2	4 trucks	4 trucks
ZONE 3	4 trucks	3 trucks (half of highest zone requirement)
	<i>TOTAL REQMT</i>	<i>13 trucks to cover all 3 zones</i>

Evaluations will be conducted once all responses are received. Vendors must prequalify in Phase 1 by meeting all criteria, and indicating which tow zone(s) they are applying for, verifying that they can meet the time frames from point A to point B. Evaluations will be in three phases. If the vendor submits all required documentation and clears initial background, they will advance to Phase 2 where scoring will be completed. Top scoring vendors will then advance to Phase 3 where site visits will be completed.

b. Adding Contractors after initial Contract Award

If, over the life of the contract, the Strategic Sourcing Team (SST) determines that additional Contractors should be added, these may first be drawn from qualified companies which responded to this Bid, but were not awarded contracts. If necessary to meet the requirements of the Commonwealth, the Bid may be reopened to obtain additional Quotes.

5.3 Entities Eligible to Use the Resulting Contract

Any contract resulting from this Bid will be open for use by the Department of State Police only.

5.4 Expected Duration of Contract (Initial Duration and any Options to Renew):

Contract Duration	Number of Options	Number of Years/Months
Initial Duration		<u>48 months/ Four (4) years</u>
Renewal Options	<u>Four (4) options to renew every 24 months</u>	<u>96 months/ Eight (8) years</u>

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Total Maximum Contract Duration		<u>12 Years</u>
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No agreements for services may be executed after the Contract has expired. MSP reserves the right to add or remove contractors during the life of the contract, including when determining contract renewals.

5.5 Anticipated Expenditures, Funding or Compensation:

MSP is not responsible for and will not pay for any services provided. Vehicle owners are responsible for payment of all charges incurred.

Predetermined contract rates will remain fixed during the initial contract period. If awarded vendor's request an increase in rates during a renewal option that awarded category/zone will go back out to bid. Category I rates are CMR controlled, and Category II price list supplied by awarded Bidders as part of their bid response.

6. ESTIMATED PROCUREMENT CALENDAR

EVENT	DATE
Bid Release Date	Monday, September 16, 2019
Deadline for Submission of Questions through COMMBUYS "Bid Q&A"	Monday September 23 – October 9, 2019
Official Answers for Bid Q&A published (Estimated)	Friday, October 11, 2019
Training for Online Quote Submission Contact the OSD Help Desk at COMMBUYS@mass.gov or call during normal business hours (8am - 5pm ET Monday - Friday) at 1-888-627-8283 or 617-720-3197 (see Training Attachment 3)	9/24/19- Webinar, 10-11:30AM 9/25/19- Instructor led training- 1-2:30PM at OSD Boston 9/26/19- Instructor led training 1-2:30PM at OSD Boston 9/27/19- Webinar, 10-11:30AM

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Bid Amendment Deadline/ Online Quote submission begins. Bid documents will not be amended after this date	Thursday, October 17, 2019
Deadline for Quotes/Bid Responses ("Bid Opening Date/Time" in COMMBUYS)	Thursday, October 24, 2019 at 2PM EST
Site Inspections for Selected Bidder(s) - Estimated	Monday, December 23, 2019 through Friday, February 7, 2020
Notification of Apparent Successful Bidder(s) (Estimated)	February 10, 2020
Estimated Contract Start Date	February 17 – February 24, 2020

Times are Eastern Standard/Daylight Savings (US), as displayed on the COMMBUYS system clock displayed to Bidders after logging in. If there is a conflict between the dates in this Procurement Calendar and dates in the Bid's Header, the dates in the Bid's Header on COMMBUYS shall prevail. Bidders are responsible for checking the Bid record, including Bid Q&A, on COMMBUYS for Procurement Calendar updates.

Point of Contact

There will be no communication during the bidding period. All questions, as well as bid submissions, must be via the COMMBUYS system.

The prime point of contact for this solicitation will be:

SST Leader Name: Cheri Lee
SST Leader Title: Procurement Manager

7. SPECIFICATIONS

The Massachusetts State Police (MSP) is soliciting bidders for the acquisition of Tow/Recovery/Service/HAZMAT Services, across the Commonwealth in order to maintain public safety and provide rapid assistance to motorists. MSP intends to contract with multiple, qualified Tow Service Providers throughout the Commonwealth and within specified zones to ensure adequate and continuous coverage of all ways. See attachment for preliminary zones ([Attachment 8](#)). Massachusetts State Police stipulates the zones, but reserves the right to modify zones based on responses to this RFR.

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A. Bidder Qualification

Bidders must submit all required documentation, and sign/submit the provided checklist ([Attachment 7](#)) on COMMBUYS. Bidders must have a minimum of 3 years of relevant towing and recovery experience for Category 1 applicants, and 5 years of relevant towing and recovery experience for Category 2 applicants. A Statement of Qualification must include evidence that the bidder currently has the ability to perform the type, magnitude, and quality of work within the scope of the RFR. The Commonwealth reserves the right to confirm the bidder's Statement of Qualification and ability and responsibility to perform the services defined in the RFR.

A vendor who has been in business less than the identified years of experience may request that the SSST waive the three (3) or five (5) years in business requirement, but the SSST has no obligation to grant such a request. This is to allow for the addition of a new business whose personnel have excellent qualifications and experience in providing the services proposed.

The SSST is seeking to contract with companies that are equipped to meet the following requirements for the contract.

Each bid response submission will be evaluated by the SSST with consideration given to each of the evaluation criteria listed below.

8. PERFORMANCE MEASURES

Each contractor's performance will be evaluated on an ongoing basis and will be utilized in determining whether or not to extend contracts. **Continued qualification will be based on performance, as well as inspections.**

- a. Failure to perform contractual obligations: **Corrective Action, Suspension and Termination**

Performance measures will be conducted annually depending upon the zones awarded.

9. EVALUATION CRITERIA

Phase 1 – Document Review, submission of required forms, owner/principal background investigation

Phase 2 – Evaluation component scoring and weights

Phase 3 – Site visit

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Contractors must submit responses that meet all the submission requirements of the RFR. Only responsive proposals that meet the submission requirements will be evaluated, scored and ranked by the evaluation team according to the evaluation criteria. Additional information may be requested for evaluation purposes.

Any submission which fails to meet the submission requirements of the RFR will be found non-responsive without further evaluation unless the evaluation team, at its discretion, determines that the non-compliance is insubstantial and can be corrected. In these cases, the evaluation team may allow the contractor to make minor corrections to the submission.

Evaluations will be conducted once all responses are received. Vendors must prequalify in Phase 1 by meeting all criteria, submitting all required documentation, and indicating which tow zone they are applying for, verifying that they can meet the time frames from point A to point B. Background checks will be conducted at this time on owners/principals. If the vendor submits all documentation and passes performed background checks they will advance to Phase 2 where scoring will be conducted. Final phase will be the actual site visits and completed background checks on the top scoring bidders for each category/zone. Specific zones will be awarded at this time.

1. Mandatory Requirements

Mandatory Specifications must be met in order for a Quote to be evaluated and may be used to disqualify Bidders. In addition, certain mandatory specifications have desirable components to them that may be evaluated by the SSST. The SSST reserves the right, in its discretion, to determine if non-compliance with a Mandatory Specification is insignificant or can be easily corrected.

Bid sections that include terms such as: "must", "shall", "will" and "required" are "mandatory." Failure to meet the requirements of a mandatory specification without providing an alternate that is acceptable to the evaluators may result in the disqualification of a Bidder's proposal.

Mandatory:

- Company Experience (Minimum: Category I – 3 years; Category II – 5 years). Submit a statement of business/ company experience.
- Corporate Articles of Organization or similar company formation verification
- Ability to respond to service area within required response limits
- Required number of service vehicles with drivers as required for Zone(s) applied for
- Required insurance policies and endorsements
- Certificate of Good Standing issued by the Secretary of State
- References and Reference letters (related to current business relationships including other governmental agencies)
- Other required form and document submission ([Attachment 5](#))

- 2. Additional Evaluation Components that will be considered in the evaluation process are as follows. Any documented derogatory information related to company operations may negatively impact additional scoring criteria.**

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CATEGORY I- EVALUATION COMPONENTS

Evaluation Component	Criteria Value	Criteria Value	Criteria Value	Criteria Value	Criteria Value	Criteria Value	Documentation - Example
Company Experience: Category I	0-5 years 0	5-10 years 1	10-15 years 2	15-20 years 3	20-25 years 4	25+ years 5	Secretary of State Business Certificate, Dept. of Revenue Documents
Average Driver Towing Experience	0-2 years 0	2-4 years 1	4-6 years 2	6-8 years 3	8-10 years 4	10+ years 5	Training Certificates, Resume, Letters of Employment Verification
Financial Stability	Can't Verify 0	Verified 5					Certificate of Good Standing From MA Department of Revenue and bank letter attesting to credit worthiness (have you filed bankruptcy in the last 7 years?)
Use of Global Positioning System (GPS) Tracking in each required tow/transport vehicle	None 0	Verified 5					Contract with GPS Monitoring Service/proof of purchase of software, list of vehicles monitored
Crew-Cab Tow Trucks Presently Owned	None 0	One 1	Two 2	Three 3	Four 4	Five 5	Registration Certificates, Photos of Vehicle
Expanded Business/Shop Hours: Beyond Basic Requirement	Minimum 0	Additional 12 hrs/Wk 1	Additional 24 hrs/Wk 2	Additional 36 hrs/Wk 3	Additional 48 hrs/Wk 4	24hrs/day 7days/Wk 5	Certified list of hours, website/advertised hours, business registration
USDOT Out of Service (OOS) Rate Below National Average/Drivers	At or Above 0	Below 2					Based on 24 Month Reporting by FMCSA: www.safer.fmcsa.dot.gov
USDOT Out of Service (OOS) Rate Below National Average/Vehicle	At or Above 0	Below 2					Based on 24 Month Reporting by FMCSA: www.safer.fmcsa.dot.gov
Quick Response/Clearing: Staging of Tow Trucks: Peak Traffic Hours: 6-10am/3-7pm	No Staging 0	Staging 5					Staging in high volume traffic corridors as determined by Station Commander
Motor Club Affiliation	None	One or More					

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	0	2					
Computerized Invoicing: Breakdown/Itemization of all Charges/Fees	No System 0	System in Place 5					Sample Invoice

CATEGORY II – EVALUATION COMPONENTS

Evaluation Component	Criteria Value	Criteria Value	Criteria Value	Criteria Value	Criteria Value	Criteria Value	Documentation - Example
Company Experience: Category II	0-5 years 0	5-10 years 1	10-15 years 2	15-20 years 3	20-25 years 4	25+ years 5	Secretary of State Business Certificate, Dept. of Revenue Documents
Average Driver Towing Experience	0-2 years 0	2-4 years 1	4-6 years 2	6-8 years 3	8-10 years 4	10+ years 5	Training Certificates, Resume, Letters of Employment Verification
Financial Stability	Can't Verify 0	Verified 5					Certificate of Good Standing From MA Department of Revenue <u>and</u> bank letter attesting to credit worthiness (have you filed bankruptcy in the last 7 years?)
Specialty Equipment (In Excess of Required) For Example: Helicopter Recovery Equip, Off-Road Tracked Vehicles	None 0	One Piece 1	Two Pieces 2	Three Pieces 3	Four Pieces 5	Five or More 5	Proof of Ownership, Registration Certificates, Specification Sheets, Photos
Use of Global Positioning System (GPS) Tracking in each required tow/transport vehicle	None 0	Verified 5					Contract with GPS Monitoring Service/proof of purchase of software, list of vehicles monitored
Expanded Business/Shop Hours: Beyond Basic Requirement	Minimum 0	Additional 12hrs/Wk 1	Additional 24hrs/Wk 2	Additional 36hrs/Wk 3	Additional 48hrs/Wk 4	24hrs/day 7days/Wk 5	Certified list of hours, website/advertised hours, business registration
USDOT Out of Service	At or	Below					Based on 24 Month

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(OOS) Rate Below National Average/Drivers	Above 0	2					Reporting by FMCSA: www.safer.fmcsa.dot.gov
USDOT Out of Service (OOS) Rate Below National Average/Vehicle	At or Above 0	Below 2					Based on 24 Month Reporting by FMCSA: www.safer.fmcsa.dot.gov
Rate Schedule: Below Published Maximum Rate Caps (Attachment 2) *Does not affect cost-plus billing allowances	None 0	5% 1	10% 2	15% 3	20% 4	25% 5	Across Each Rate Listed in Attachment 2
Computerized Invoicing: Breakdown/Itemization of all Charges/Fees	No System 0	System in Place 5					Sample Invoice

10. INSTRUCTIONS FOR SUBMISSION OF RESPONSES**10.1 To be submitted with bid response on COMMBUYS**

- Bid Response Form / checklist with all documentation uploaded to COMMBUYS

All bidders must acknowledge that MSP will be the priority for all service calls.

Responses must be sent via the “Create Quote” functionality contained in COMMBUYS. For instructions concerning how to submit a Quote, please see **Attachment: Instructions for Vendors Responding to Bids**. Deadline for Quotes/ Bid Responses in COMMBUYS is **10/24/19 at 2PM EST.**

In addition to submitting the bid response electronically, Bidders MUST also submit two (2) copies of their response in a 3-ring binder that includes all required documentation, numbered corresponding to the submitted bid sheet/ check list, in a sealed package that is clearly marked with the RFR Reference number “RFR #SP20-TOW-X81 to the following address:

Department of State Police Headquarters
470 Worcester Road
Framingham, MA 01702
Attn: Cheri Lee

Original submission must contain “wet ink” signatures where applicable (i.e. Commonwealth forms, bid sheet).

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Any submission which fails to meet the submission requirements of the RFR will be found non-responsive without further evaluation unless the evaluation team, at its discretion, determines that the non-compliance is insubstantial and can be corrected. In these cases, the evaluation team may allow the vendor to make minor corrections to the submission.

Environmental Quote Submission Compliance.

In an effort to promote greater use of recycled and environmentally preferable products and minimize waste, all Quotes submitted should comply with the following guidelines:

- All copies should be printed double sided.
- All submittals and copies should be printed on recycled paper with a minimum post-consumer content of 30% or on tree-free paper (i.e. paper made from raw materials other than trees, such as kenaf). To document the use of such paper, a photocopy of the ream cover/wrapper should be included with the Quote.
- Unless absolutely necessary, all Quotes and copies should minimize or eliminate use of non-recyclable or non-reusable materials such as plastic report covers, plastic dividers, vinyl sleeves and GBC binding. Three ringed binders, glued materials, paper clips and staples are acceptable.
- Bidders should submit materials in a format which allows for easy removal and recycling of paper materials.
- Bidders are encouraged to use other products which contain recycled content in their response documents. Such products may include, but are not limited to, folders, binders, paper clips, diskettes, envelopes, boxes, etc. Where appropriate, bidders should note which products in their Quotes are made with recycled materials.
- Unnecessary samples, attachments or documents not specifically asked for should not be submitted.

a. Online Questions (Bid Q&A)

Written Questions must be entered by pressing the “Bid Q&A” tab for the Bid in COMMBUYS no later than the “Online Questions Due” date and time indicated in the Estimated Procurement Calendar (see section 6). The issuing department reserves the right not to respond to questions submitted after this date. It is the Bidder’s responsibility to verify receipt of questions.

It is the responsibility of the prospective Bidder and awarded Contractor to maintain an active registration in COMMBUYS and to keep current the email address of the Bidder’s contact person and prospective contract manager, if awarded a contract, and to monitor that email inbox for communications from the Purchasing Department, including requests for clarification. The Purchasing Department and the Commonwealth assume no responsibility if a prospective Bidder’s/awarded Contractor’s designated email address is not current, or if technical problems, including those with the prospective Bidder’s/awarded Contractor’s computer, network or internet service provider (ISP) cause email communications sent to/from the prospective Bidder/Awarded contractor and the Purchasing Department to be lost or rejected by any means including email or spam filtering.

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Written Responses to Questions will be released on or about the “Responses to Questions Posted Online” date indicated in the Estimated Procurement Calendar (above).

(Written questions and responses will be posted on the Bid Q&A Tab for this Bid in COMMBUYS.)

b. Bid Amendment Deadline

The Purchasing Department reserves the right to make amendments to the Bid after initial publication. It is each Bidder’s responsibility to check COMMBUYS for any amendments, addenda or modifications to this Bid, and any Bid Q&A records related to this Bid. The Purchasing Department and the Commonwealth accept no responsibility and will provide no accommodation to Bidders who submit a Quote based on an out-of-date Bid or on information received from a source other than COMMBUYS.

c. Quotes (Bid Responses) Deadline (Bid Opening Date/Time)

See the Quotes (Bid Responses) Deadline (Bid Opening) Date and Time indicated in the Estimated Procurement Calendar (see section 6).

d. Estimated Contract Start Date

This is the approximate start date. The actual start date will be the Contract Effective Date which is the date the Contract is executed by the parties.

a. Required Forms

Responses to this RFR must contain the following documents:

Check if applicable (“X”)	Form/Document	Notes/Instructions (If any)
<input checked="" type="checkbox"/>	Commonwealth Terms & Conditions	Wet Ink Signature Required
<input checked="" type="checkbox"/>	Request for Taxpayer Identification Number & Certification (Massachusetts Substitute W-9 Form)	Wet Ink Signature Required
<input checked="" type="checkbox"/>	Standard Contract Form and Instructions	Wet Ink Signature Required- upon contract award
<input checked="" type="checkbox"/>	Contractor Authorized Signatory Listing	Wet Ink Signature Required
<input checked="" type="checkbox"/>	Business Reference Form or Letters of Reference	Electronic Submission with bid/quote
<input checked="" type="checkbox"/>	Bid Response Form/Checklist	

The above attachments are available as attachments as part of the Bid record on WWW.COMMBUYS.COM.

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11. OTHER

CONTRACT MANAGEMENT REQUIREMENTS

Awarded contractors will be expected to comply with the following:

- All Contract questions must be directed to the State Police Contract Manager.
- Provide timely responses to requests
- Maintain professionalism and courtesy in dealings with MSP and eligible entities.
- Make appropriate staff available for periodic meetings with the MSP staff.
- Providing electronic documents for up-to-date transparent pricing
- Change notification
- Changes to Contractor's information
Changes to the Contractor's contact information, company name, legal address, payment address, tax identification number, authorized signatories, etc. must be promptly reported via email to the MSP Contract Manager. In some cases additional paperwork will be required to effect the change.
- Single Point of Contact
Designate a Single Point of Contact (Contractor Contract Manager) for communications with the MSP Contract Manager
- Replacement of Contractor Staff
Promptly notify the Commonwealth Contract Manager regarding Replacement of Contractor staff
- Complying with contract requirements

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12. APPENDIX 1 – REQUIRED TERMS FOR ALL RFRS

b. General Procurement Information

i. Access to security-sensitive information

Bidders agree to adhere to this section in the event that an eligible entity provides a Contractor with security-sensitive information which, pursuant to MGL c. 4, § 7, cls. 26(n), is generally exempt from public disclosure under the Commonwealth's public records laws and must, for public safety purposes, be safeguarded from widespread public disclosure. This security-sensitive information is in the form of blueprints, plans, policies, procedures, schematic drawings, which relate to internal layout and structural elements, security measures, emergency preparedness, threat or vulnerability assessments, and/or any other records relating to the security or safety of persons (pursuant to MGL c. 66A) or buildings, structures, facilities, utilities, transportation, information technology or other infrastructure located within the Commonwealth. Qualified prospective Bidders that are interested in accessing this information for the purpose of preparing a Quote must, before being allowed to access the information, sign a confidentiality agreement, thereby agreeing to:

- restrict the use of these sensitive records for any other purpose than as authorized and for the purpose of putting together a bid proposal;
- safeguard the information while it is in their possession (consistent with Section 6 of the Commonwealth Terms and Conditions); and
- return such records and materials to the Commonwealth upon completion of the project.

ii. Alterations

Bidders may not alter (manually or electronically) the Bid language or any Bid component files, except as directed in the RFR. Modifications to the body of the Bid, specifications, terms and conditions, or which change the intent of this Bid are prohibited and may disqualify a Quote.

iii. Ownership of Submitted Quotes

The SST shall be under no obligation to return any Quotes or materials submitted by a Bidder in response to this Bid. All materials submitted by Bidders become the property of the Commonwealth of Massachusetts and will not be returned to the Bidder. The Commonwealth reserves the right to use any ideas, concepts, or configurations that are presented in a Bidder's Quote, whether or not the Quote is selected for Contract award.

Quotes stored on COMMBUYS in the encrypted lock-box are the file of record. Bidders retain access to a read-only copy of this submission via COMMBUYS, as long as their account is active. Bidders may also retain a traditional paper copy or electronic copy on a separate computer or network drive or separate media, such as CD or DVD, as a backup.

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iv. Prohibitions

Bidders are prohibited from communicating directly with any employee of the procuring Department or any member of the SST regarding this RFR except as specified in this RFR, and no other individual Commonwealth employee or representative is authorized to provide any information or respond to any question or inquiry concerning this RFR. Bidders may contact the contact person using the contact information provided in the Header Information this Bid in the event that this RFR is incomplete or information is missing. Bidders experiencing technical problems accessing information or attachments stored on COMMBUYS should contact the [COMMBUYS Helpdesk](#) (see the document cover page for contact information).

In addition to the certifications found in the Commonwealth's Standard Contract Form, by submitting a Quote, the Bidder certifies that the Quote has been arrived at independently and has been submitted without any communication, collaboration, or without any agreement, understanding or planned common course or action with, any other Bidder of the commodities and/or services described in the RFR.

c. Terms and Requirements Pertaining to Awarded Contracts

i. Contractor's Contact Information

It is the Contractor's responsibility to keep the Contractor's Contract Manager information current. If this information changes, the Contractor must notify the Contract Manager by email immediately, using the address located in the Header Information of the Purchase Order or Master Blanket Purchase Order on COMMBUYS.

The Commonwealth assumes no responsibility if a Contractor's designated email address is not current, or if technical problems, including those with the Contractor's computer, network or internet service provider (ISP), cause e-mail communications between the Bidder and the SST to be lost or rejected by any means including email or spam filtering.

ii. Publicity

Any Contractor awarded a contract under this Bid is prohibited from selling or distributing any information collected or derived from the Contract, including lists of participating Eligible Entities, Commonwealth employee names, telephone numbers or addresses, or any other information except as specifically authorized by the SST.

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13. APPENDIX 2 - RFR - REQUIRED SPECIFICATIONS

In general, most of the required contractual stipulations are referenced in the *Standard Contract Form and Instructions* and the *Commonwealth Terms and Conditions* (either version). However, the following RFR provisions must appear in all Commonwealth competitive procurements conducted under 801 CMR 21.00:

The terms of 801 CMR 21.00: *Procurement of Commodities and Services* (and 808 CMR 1.00: *Compliance, Reporting and Auditing for Human and Social Services*, if applicable) are incorporated by reference into this RFR. Words used in this RFR shall have the meanings defined in 801 CMR 21.00 (and 808 CMR 1.00, if applicable). Additional definitions may also be identified in this RFR. Other terms not defined elsewhere in this document may be defined in OSD's [Glossary of Terms](#). Unless otherwise specified in this RFR, all communications, responses, and documentation must be in English, all measurements must be provided in feet, inches, and pounds and all cost proposals or figures in U.S. currency. All responses must be submitted in accordance with the specific terms of this RFR.

Items with the text, "☞ *Required for POS Only*" specify a requirement for Purchase of Service (POS) human and social services procured under 801 CMR 21.00, *Procurement of Commodities or Services, Including Human and Social Services* and 808 CMR 1.00, *Compliance, Reporting and Auditing for Human and Social Service*.

COMMBUYS Market Center. COMMBUYS is the official source of information for this Bid and is publicly accessible at no charge at www.commbuys.com. Information contained in this document and in COMMBUYS, including file attachments, and information contained in the related Bid Questions and Answers (Q&A), are all components of the Bid, as referenced in COMMBUYS, and are incorporated into the Bid and any resulting contract.

Bidders are solely responsible for obtaining all information distributed for this Bid via COMMBUYS. Bid Q&A supports Bidder submission of written questions associated with a Bid and publication of official answers.

It is each Bidder's responsibility to check COMMBUYS for:

- Any amendments, addenda or modifications to this Bid, and
- Any Bid Q&A records related to this Bid.

The Commonwealth accepts no responsibility and will provide no accommodation to Bidders who submit a Quote based on an out-of-date Bid or on information received from a source other than COMMBUYS.

COMMBUYS Subscription. Bidders may elect to obtain a free COMMBUYS Seller subscription which provides value-added features, including automated email notification associated with postings and

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modifications to COMMBUYS records. However, in order to respond to a Bid, Bidders must register and maintain an active COMMBUYS Seller subscription account.

All Bidders submitting a Quote in response to this Bid agree that, if awarded a contract: (1) they will maintain an active seller account in COMMBUYS; (2) they will, when directed to do so by the procuring entity, activate and maintain a COMMBUYS-enabled catalog using Commonwealth Commodity Codes; (3) they will comply with all requests by the procuring entity to utilize COMMBUYS for the purposes of conducting all aspects of purchasing and invoicing with the Commonwealth, as added functionality for the COMMBUYS system is activated; (4) Bidder understands and acknowledges that all references to the COMMBUYS website or related requirements throughout this RFR, shall be superseded by comparable requirements pertaining to the COMMBUYS website; and (6) in the event the Commonwealth adopts an alternate market center system, successful Bidders will be required to utilize such system, as directed by the procuring entity. Commonwealth Commodity Codes are based on the United Nations Standard Products and Services Code (UNSPSC).

The COMMBUYS system introduces new terminology, which bidders must be familiar with in order to conduct business with the Commonwealth. To view this terminology and to learn more about the COMMBUYS system, please visit the [COMMBUYS Resource Center](#).

Multiple Quotes. Bidders may not submit Multiple Quotes in response to a Bid unless the RFR authorizes them to do so. If a Bidder submits multiple quotes in response to an RFR that does not authorize multiple responses, only the latest dated quote submitted prior to the bid opening date will be evaluated.

Quote Content. Bid specifications for delivery, shipping, billing and payment will prevail over any proposed Bidder terms entered as part of the Quote, unless otherwise specified in the Bid.

Best Value Selection and Negotiation. The Strategic Sourcing Team or SST may select the response(s) which demonstrates the best value overall, including proposed alternatives that will achieve the procurement goals of the department. The SST and a selected bidder, or a contractor, may negotiate a change in any element of contract performance or cost identified in the original RFR or the selected bidder's or contractor's response which results in lower costs or a more cost effective or better value than was presented in the selected bidder's or contractor's original response.

Bidder Communication. Bidders are prohibited from communicating directly with any employee of the procuring department or any member of the SST regarding this RFR except as specified in this RFR, and no other individual Commonwealth employee or representative is authorized to provide any information or respond to any question or inquiry concerning this RFR. Bidders may contact the contact person for this RFR in the event this RFR is incomplete or the bidder is having trouble obtaining any required attachments electronically through COMMBUYS.

Contract Expansion. If additional funds become available during the contract duration period, the department reserves the right to increase the maximum obligation to some or all contracts executed as a result of this RFR or to execute contracts with contractors not funded in the initial selection process, subject to available funding, satisfactory contract performance and service or commodity need.

Costs. Costs which are not specifically identified in the bidder's response, and accepted by a department

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as part of a contract, will not be compensated under any contract awarded pursuant to this RFR. The Commonwealth will not be responsible for any costs or expenses incurred by bidders responding to this RFR.

Electronic Communication/Update of Bidder's/Contractor's Contact Information. It is the responsibility of the prospective bidder and awarded contractor to keep current on COMMBUYS the email address of the bidder's contact person and prospective contract manager, if awarded a contract, and to monitor that email inbox for communications from the SST, including requests for clarification. The SST and the Commonwealth assume no responsibility if a prospective bidder's/awarded contractor's designated email address is not current, or if technical problems, including those with the prospective bidder's/awarded contractor's computer, network or internet service provider (ISP) cause email communications sent to/from the prospective bidder/awarded contractor and the SST to be lost or rejected by any means including email or spam filtering.

HIPAA: Business Associate Contractual Obligations. Bidders are notified that any department meeting the definition of a Covered Entity under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) will include in the RFR and resulting contract sufficient language establishing the successful bidder's contractual obligations, if any, that the department will require in order for the department to comply with HIPAA and the privacy and security regulations promulgated thereunder (45 CFR Parts 160, 162, and 164) (the Privacy and Security Rules). For example, if the department determines that the successful bidder is a business associate performing functions or activities involving protected health information, as such terms are used in the Privacy and Security Rules, then the department will include in the RFR and resulting contract a sufficient description of business associate's contractual obligations regarding the privacy and security of the protected health information, as listed in 45 CFR 164.314 and 164.504 (e), including, but not limited to, the bidder's obligation to: implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the protected health information (in whatever form it is maintained or used, including verbal communications); provide individuals access to their records; and strictly limit use and disclosure of the protected health information for only those purposes approved by the department. Further, the department reserves the right to add any requirement during the course of the contract that it determines it must include in the contract in order for the department to comply with the Privacy and Security Rules. Please see other sections of the RFR for any further HIPAA details, if applicable.

Minimum Quote (Bid Response) Duration. Bidders Quotes made in response to this Bid must remain in effect for at least 90 days from the date of quote submission.

Public Records. All responses and information submitted in response to this RFR are subject to the Massachusetts Public Records Law, M.G.L., c. 66, s. 10, and to c. 4, s. 7, ss. 26. Any statements in submitted responses that are inconsistent with these statutes shall be disregarded.

Reasonable Accommodation. Bidders with disabilities or hardships that seek reasonable accommodation, which may include the receipt of RFR information in an alternative format, must communicate such requests in writing to the contact person. Requests for accommodation will be addressed on a case by case basis. A bidder requesting accommodation must submit a written statement which describes the bidder's disability and the requested accommodation to the contact person for the RFR. The SST reserves the right to reject unreasonable requests.

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Restriction on the Use of the Commonwealth Seal. Bidders and contractors are not allowed to display the Commonwealth of Massachusetts Seal in their bid package or subsequent marketing materials if they are awarded a contract because use of the coat of arms and the Great Seal of the Commonwealth for advertising or commercial purposes is prohibited by law.

Subcontracting Policies. Prior approval of the department is required for any subcontracted service of the contract. Contractors are responsible for the satisfactory performance and adequate oversight of its subcontractors. Human and social service subcontractors are also required to meet the same state and federal financial and program reporting requirements and are held to the same reimbursable cost standards as contractors.

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**14. APPENDIX 3 INSTRUCTIONS FOR EXECUTION AND SUBMISSION OF
COMMONWEALTH STANDARD FORMS**

The purpose of this appendix is to provide guidance to Bidders on the Commonwealth Standard forms to be submitted (in addition to the other forms and documents required) and how they must be executed and submitted. Please note that these instructions are meant to supplement the Instructions found on each of these forms. It is advisable to print this document first so that it may be referenced when filling out these forms.

Quotes submitted via COMMBUYS must be signed electronically by the Bidder or the Bidders Agent by accepting the terms and conditions of the bid on the "Terms & Conditions" tab of the Bid in COMMBUYS. By selecting "Save & Continue" on the "Terms & Conditions" tab after accepting the terms and conditions of the bid, the submitter attests that s/he is an agent of the Bidder with authority to sign on the Bidder's behalf, and that s/he has read and assented to each document's terms.

Bidders must, if notified of Contract award, submit the following four (4) forms on paper with original ink signatures unless otherwise specified below, within the timeframe referenced in the RFR section entitled [Ink Signatures](#): the Commonwealth Standard Contract Form, the Commonwealth Terms and Conditions, the Request for Taxpayer Identification Number and Certification (Mass. Substitute W9 Form) and the Contractor Authorized Signatory Listing.

Commonwealth Standard Contract Form

Sign electronically as described above; **if notified of Contract award**, complete as directed below and submit on paper with original ink signature and date.

By executing this document or signing it electronically, the Bidder certifies, under the pains and penalties of perjury, that it has submitted a Response to this RFR that is the Bidder's Offer as evidenced by the execution of its authorized signatory, and that the Bidder's Response may be subject to negotiation by the SST. Also, the terms of the RFR, the Bidder's Response and any negotiated terms shall be deemed accepted by the Operational Services Division and included as part of the Contract upon execution of this document by the State Purchasing Agent or his designee.

If the Bidder does not have a Vendor Code beginning with "VC," or does not know what their Vendor Code is, the Bidder should leave the Vendor Code field blank. The Bidder should NOT enter a Vendor Code assigned prior to May 2004, as new Vendor Codes have been assigned to all companies since that time.

Signature and date MUST be handwritten in ink, and the signature must be that of one of the people authorized to execute contracts on behalf of the Contractor on the Contractor Authorized Signatory Listing (See below).

Commonwealth Terms and Conditions

Sign electronically as described above; **if notified of Contract award**, complete as directed below and submit on paper with original ink signature and date, or submit a copy of a previously executed, up-to-date copy of the form as directed below.

If the Bidder has already executed and filed the Commonwealth Terms and Conditions form pursuant to another RFR or Contract, a copy of this form may be included in place of an original.

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If the Bidder's name, address or Tax ID Number have changed since the Commonwealth Terms and Conditions form was executed, a new Commonwealth Terms and Conditions form is required. The Commonwealth Terms and Conditions are hereby incorporated into any Contract executed pursuant to this RFR.

This form must be unconditionally signed by one of the authorized signatories (see Contractor Authorized Signatory Listing, below), and submitted without alteration. If the provisions in this document are not accepted in their entirety without modification, the entire Proposal offered in response to this Solicitation may be deemed non-responsive.

The company's correct legal name and legal address must appear on this form, and must be identical to the legal name and legal address on the Request for Taxpayer Identification and Certification Number (Mass. Substitute W9 Form).

Request for Taxpayer Identification Number and Certification (Mass. Substitute W9 Form)

Sign electronically as described above; **if notified of Contract award**, complete as directed below and submit on paper with original ink signature and date, or submit a copy of a previously executed, up-to-date copy of the form as directed below.

If a Bidder has already submitted a Request for Taxpayer Identification and Certification Number (Mass. Substitute W9 Form) and has received a valid Massachusetts Vendor Code, an original W-9 form is not required. A copy of the form as filed may be included in place of an original. If the Bidder's name, address or Tax ID Number have changed since the Mass. Substitute W9 Form was executed, a new Mass. Substitute W9 Form is required. The information on this form will be used to record the Bidder's legal address and where payments under a State Contract will be sent. The company's correct legal name and legal address must appear on this form, and must be identical to the legal name and legal address on the Commonwealth Terms and Conditions. Please do not use the U.S Treasury's version of the W9 Form.

Contractor Authorized Signatory Listing

Sign electronically as described above; **if notified of Contract award**, complete as directed below and submit on paper with original ink signature and date.

In the table entitled "Authorized Signatory Name" and "Title," type the names and titles of those individuals authorized to execute contracts and other legally binding documents on behalf of the Bidder. Bidders are advised to keep this list as small as possible, as Contractors will be required to notify the Procurement Manager of any changes. If the person signing in the signature block on the bottom of the first page of this form will also serve as an "Authorized Signatory," that person's name must be included in the typed table.

With regard to the next paragraph, which begins "I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor..." if your organization does not have these titles, cross them out and handwrite the appropriate title above the paragraph.

The signature and date should be handwritten in ink. Title, telephone, fax and eMail should be typed or handwritten legibly.

The second page of the form (entitled "Proof of Authentication of Signature") states that the page is optional. In the case of Towing Contract, this page is REQUIRED, not optional. The person

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signing this page must be the same person signing the Standard Contract Form, the Commonwealth Terms and Conditions, and the RFR Checklist.

Please note that in two places where the form says “in the presence of a notary,” this should be interpreted to mean “in the presence of a notary or corporate clerk/secretary.” Either a notary or corporate clerk/secretary can authenticate the form; only one is required.

Organizations whose corporate clerks/secretaries authenticate this form are not required to obtain a Corporate Seal to complete this document.

Additional Environmentally Preferable Products / Practices

In line with the Commonwealth’s efforts to promote products and practices which reduce our impact on the environment and human health, Bidders are encouraged to provide information regarding their environmentally preferable/sustainable business practices as they relate to this Contract wherever possible. Bidders must complete this form and submit it with their RFR Response.

Business Reference Form

Download this form and complete as directed below; include with online submission. Ink signature is not required.

Bidders must provide all requested information on this form for three (3) business references. In completing this form, note that the “Bidder” is the name of the company submitting a Quote in response to this RFR and the “RFR Name/Title” and the “Agency Document Number” can be found on the cover of the RFR document and in the Short Description field in the Header Information of the Bid record in COMMBUYS. Also, please note that: “Reference Name” is the name of the organization (if not applicable, then name of the individual) that is providing the reference; “Contact” is the name of the individual inside the organization that will provide the reference; and the “Address,” “Phone #” and “Fax/Internet Address” are those of the “Contact” so that the SST may be able to reach them.

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15. APPENDIX 4 - GLOSSARY

In addition to the definitions found in 801 CMR 21.00, which apply to all procurements for goods and services, the definitions found below apply to this Solicitation. Those definitions below designated with an asterisk ("*") are quoted directly from 801 CMR 21.00 and are included below for quick reference purposes.

Agency – See Department

Bid – While a bid may generally refer to an offer or response submitted in response to a Solicitation or Request for Response (RFR), in COMMBUYS, a “bid” refers to the solicitation, RFR or procurement.

Bidder * - An individual or organization proposing to enter into a Contract to provide a Commodity or Service, or both, to or for a Department or the State.

Commonwealth Contract Manager – See Strategic Sourcing Services Lead

Contract * - A legally enforceable agreement between a Contractor and a Department. ANF, OSD and CTR shall jointly issue Commonwealth Terms and Conditions, a Standard Contract Form and other forms or documentation that Departments shall use to document the Procurement of Commodities or Services, or both. COMMBUYS refers to Contract records as “Purchase Orders” or “Blanket Purchase Orders.”

Contractor * - An individual or organization which enters into a Contract with a Department or the State to provide Commodities or Services, or both.

Contractor Contract Manager – The individual designated by the Contractor to interface with the Commonwealth.

Department - For the purposes of this Solicitation, the terms “Department,” “Eligible Entity,” “Agency,” “Commonwealth Agency,” and “Contracting Department” include all entities listed in the Eligible Entities section of this RFR. COMMBUYS refers to such entities as “Organizations.”

Eligible Entity – See Department

Environmentally Preferable Product (EPP) - A product or service that has a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. Such products or services may include, but are not limited to, those which contain recycled content, minimize waste, conserve energy or water, and reduce the amount of toxic materials either disposed of or consumed.

Evaluation – The process, conducted by the Strategic Sourcing Team, of reviewing, scoring and ranking the submitted Quotes related to this Bid.

FY – See Fiscal Year

Fiscal Year - The year beginning with July first and ending with the following June thirtieth as defined in M.G.L. Chapter 4, Section 7. This may also be referred to as the “State Fiscal Year.”

Organization – See Department

REQUEST FOR RESPONSE

Tow/Recovery/Service/HAZMAT Services

RFR #SP20-TOW-X81

COMMBUYS Bid #BD-20-1084-POLGH-GHQ-43904

Purchasing Entity – Same as “Eligible Entity.”

Quote or Response - generally refers to the offer submitted in response to a Bid or Request for Response (RFR).

Request for Response (RFR) * – The mechanism used to communicate Procurement specifications and to request Quotes from potential Bidders. An RFR may also be referred to as a “Bid” or “Solicitation.”

Response – The Bidder’s complete submission (or “Quote” as referenced in COMMBUYS) in response to a Solicitation, in other words, a “Bid” or “Proposal.”

Solicitation – See Request for Response (RFR)

SST – See Strategic Sourcing Team

SSSL – See Strategic Sourcing Services Lead

Strategic Sourcing Team (SST) – Representatives from various eligible entities and interested stakeholders that design procurements, develop specifications, conduct Solicitations, evaluate responses to Bids and award Statewide or Department Contracts. The SST also monitors Contractor performance through performance measures and the level of customer satisfaction throughout the life of the Contract. In some agencies, SSTs are referred to as “Procurement Management Teams (PMT).”

Strategic Sourcing Services Lead (SSSL) – Individual designated by the procuring Department to lead the Strategic Sourcing Team and the solicitation and resulting contract. In some agencies SSSLs are referred to as “Procurement Team Leads (PTL).” COMMBUYS Refers to the SSSL in the Header Information section of a Bid as the “Purchaser.”



Massachusetts State Police Monthly Tow Report



Barracks: _____

Zone: _____

Month: _____

Tow Company: _____

**Vehicles remaining in tow company custody past the end of the month, will be reported each subsequent month with "pending" fee until they are released, at which point a final charge will be listed.*

[illegible]

Attachment 2

TOW/RECOVERY RATE CAP

Category	Hourly Rate Unless Otherwise Specified
Light Duty Tow Vehicle. Two axle up to or equal to 26,000 pounds OEM GVWR (wrecker, ramp, support vehicle)	\$225
Medium Duty Tow Vehicle. Two axles over 26,000 pounds OEM GVWR (wrecker, ramp, support vehicle, tractor)	\$375
Heavy Duty Tow Vehicle. Three axle, (wrecker, ramp, tractor and trailer)	\$850
Heavy Duty Rotator minimum 40-ton capacity	\$1500 (2 hr minimum)
Air bag Fee	\$1800 Flat Fee
Tractor and Cargo Storage Trailer	\$400
Tractor and Refrigerated Trailer	\$500
Dump Truck	\$350
Roll Off Truck and Container	\$350
Loader Small with attachments (under 7,000 pounds operating weight)	\$225
Loader Large with attachments (7,000 pounds or over operating weight)	\$450
Fork Lift	\$350
Any other Motorized Cargo Handling Specialized Equipment not specified	\$350
Pallet Jack	\$200 Flat Fee
Cargo roller per section	\$200 Flat Fee
Light Tower	\$150
Fuel Tank Transfer Fee	\$1500 Flat Fee
Tandem Wheels	\$250
Heavy Tow, OSHA, TIMS Certified Supervisor	\$200
Skilled Labor	\$100
Petroleum product and debris removal	Varies

NOTES:

Attachment 2

TOW/RECOVERY RATE CAP

All rates are billed hourly for the first hour and then in ½ hour increments. Minimum fees and fixed hourly minimums are not allowable. Service providers may bill a reasonable period of time to reset the equipment to its pre-dispatch condition. These rate caps are the MAXIMUM rates that a tow service provider shall charge notwithstanding any private agreement or construct designed to evade the use of this schedule.

Tow vehicle, Tractor and Trailer, Support vehicles include the vehicle, operator and utilization of the equipment contained therein. Additional charges for tasks necessary to prepare the following for towing are not allowable. Specifically, but not exclusively: cutting battery cables, using straps, endless loop straps, chains, ratchet binders, spreader bars, removing the drive shaft and axles, use of a wireless headset system, and removing damaged tires (singling an axle out) are encompassed in the tow vehicle or service vehicle hourly rate. Service providers can bill for any fungible or damaged supplies, straps etc at actual cost plus 15 % rate.

Ancillary services: disposal of debris or damaged cargo, incineration of contaminated or condemned foodstuffs, and other services that are within the scope of heavy truck recovery shall be billed at a rate of actual cost plus 15%. Third party companies utilized by the service provider shall have no direct or indirect financial connection or interest with the tow service provider. The third-party company providing the services or goods shall be substantially and principally engaged in the trade or service and established to provide service or goods to members of the public. Each third-party entity shall be registered as a business entity with the Secretary of State or possess a business license in the community they are conducting business in.

Each tow service provider shall provide a written standard Operating Plan on small quantity spill clean-up methods, employee training and disposal methods. All clean ups shall be below the DEP reportable quantity guidelines. The tow service provider shall comply with all DEP regulations and possess the permits necessary for transportation, storage and disposal of petroleum waste products. Cost plus 15% recovery for supplies and disposal is authorized.

Attachment 2

TOW/RECOVERY RATE CAP

Maximum Storage Rates		
Light Duty (Category I) Vehicles	Inside (when necessary and authorized) \$100 day	Outside \$35day
Light Trucks up to 26,000 GVWR	\$180 day	\$90 day
Heavy Trucks and Buses over 26,000	\$250 day	\$125 day
Trailer or dolly Storage	\$250 day	\$125 day
Tarping	\$100 labor per hour plus actual cost plus 15 %	
Freight or Refrigerated Trailer used to store cargo after first 24 hours	\$500 per day	
Assist in DOT inspection	\$100 hour	

Attachment 2

Page 3 of 3

ATTACHMENT 3 - APPROVED TRAINING PROGRAMS

Training Company	Category I	Category II
AAA Northeast Corporate Headquarters AAA Northeast 110 Royal Little Drive, Providence, RI 02904 Phone: 1-401-868-2000	Light Duty Towing	
C. Thomas Luciano	Techniques of Light Duty Towing and Recovery Techniques of Heavy Duty Towing and Recovery	Techniques of Heavy Duty Towing and Airbag Recovery
North American Towing Academy	Light/Medium Duty Towing and Recovery	
Star Training and Joe Sronga	Techniques of Light Duty Towing, Recovery and Hybrid Vehicles	
Statewide Towing Association P.O. Box 425 Southborough, MA 01772 Phone: 508-303-6699 http://statewidetowing.org/training/	Light Duty Towing	Advanced Heavy-Duty Towing and Recovery Ultra-Heavy Duty Rotator & Recovery Training
Wreckmaster 5550 Genesee St. Lancaster, NY 14086 Phone: 1-800-267-2266 https://training.wreckmaster.com/	Level 2, 3 Level 4, 5	Level 6, 7, Air Cushion Rotator Certification

**ATTACHMENT 4- ADDITIONAL REQUIRED EQUIPMENT
CATEGORY 1**

	Number Required	Number Verified	Meets Requirements
AIR TANK	1		
BROOM	1		
BUNGEE CORDS	4		
BUSINESS CARDS	10		
CABLE-3/8" x 50'	1		
CABLE REPAIR CLIPS	2		
CHAIN BINDER	1		
CYCLE RATCHET STRAP-1"	2		
DRAG LIGHTS	1 SET		
FIRE EXTINGUISHER 20 LB	1		
FIRST AID KIT	1		
FLASHLIGHT	1		
GARBAGE BAGS	5		
GAS CAN –MIN 2 ½ GALS GAS	1		
GLOVES	2 PAIR		
GRAB HOOKS R, J, AND T	1 EACH		
HAND TOOLS	VARIOUS		
HARD WOOD BLOCKS 4"X4"	2		
INVOICE SLIPS	10		
J-HOOKS	2		
JUMPER CABLES-25'	1		
LOCKOUT TOOLS	1 SET		
MOTORCYCLE LIFT STRAP-1"	1		
OIL ABSORBANT MATERIAL	50 LBS		
PENETRATING OIL	1		
ROLLOVER STICK 3'	1		
PRY BAR-6'	1		
RATCHET STRAP-2 OR 3"	1		
RECOVERY STRAP-4" X 10'	1		
REFLECTIVE TRIANGLES	3		
ROPES-10'	2		
SHOVELS - SQUARE AND ROUND	1 EACH		
SISTER HOOK	1		
SLEDGE HAMMER	1		
SNATCH BLOCKS	2		
TIRE IRON	1		
TRANSPORT CHAINS-3/8" X 4'	2		
TRANSPORT CHAINS-5/16" X4'	2		
TRANSPORT CHAINS-5/16" X 6'	2		

**ATTACHMENT 5- ADDITIONAL REQUIRED EQUIPMENT
CATEGORY II**

	Number Required	Number Verified	Meets Requirements Yes/No
	Number Required	Number Verified	Meets Requirements Yes/No
3/8 -1/2 CHAIN BINDERS SCREW STYLE	2		
AIR FITTINGS AND SHUT-OFF FITTING FOR BUSES	1		
AIR HOSE-25'	2		
AIR HOSE-50'	2		
AIR POWER CUTTING TOOL	1		
AIR TANK	1		
ALLOY CHAIN 1 HOOK-1/2" X 10'	2		
ALLOY CHAIN 1 HOOK-1/2" X 3'	2		
ALLOY CHAIN 1 HOOK-5/16" X 8'	2		
ALLOY CHAIN 2 HOOK-1/2" X 15'	4		
ALLOY CHAIN 2 HOOK-1/2" X 8'	4		
ALLOY CHAIN 2 HOOK-3/8" X 10'	2		
ALLOY CHAIN 2 HOOK-3/8" X 20'	2		
ALLOY CHAIN 2 HOOK-5/16" X 10'	2		
BOLT CUTTER	1		
BOTTLE JACK-20 TON WITH SCREW	1		
BRAKE BUDDY	1		
BUNGEE CORDS	10		
BUSINESS CARDS	10		
CABLE CHOKERS	2		
CABLE REPAIR CLIPS	2		
CABLE-3/8" x 50'	1		
CAMERA	1		
CHAIN BINDER	1		
CHAIN REPAIR LINK	1		
CHANNEL LOCK PLIERS	1		
CHOKER HOOK	1		
COME-ALONGS	2		
CREEPER	1		
CYCLE RATCHET STRAP-1"	2		
DRAG LIGHTS	1 SET		
DUCT TAPE	1		
ELECTRICAL REPAIR KIT (FUSES, BULBS, TAPE)	1		
ELECTRICAL TAPE	1		
EXTENSION AND AXLE COVERS	1		
FIRE EXTINGUISHER 20 LB	1		
FIRST AID KIT	1		

**ATTACHMENT 5- ADDITIONAL REQUIRED EQUIPMENT
CATEGORY II**

FLASHLIGHT	1		
GARBAGE BAGS	10		
GAS CAN- CONTAINING MIN 2 ½ GALLONS GAS	1		
GLAD HANDS	2		
GLOVES (4 PRS.)	4 Pairs		
GRAB HOOKS R, J, AND T	1 EACH		
HAND CLEANER	1		
HAND TOOLS	VARIOUS		
HARD WOOD BLOCKS-4 X 4	2		
HEMP SECURING ROPES-3/8" X 15'	2		
HEMP SECURING ROPES-3/8" X 6'	2		
HOOKUP CHAINS-1/2" X 10'	2		
IMPACT GUN-1/2"	1		
INVOICE SLIPS	10		
JUMPER CABLES-25'	1		
LOCKOUT TOOLS	1		
LOOP STRAP	1		
MAXI-BRAKE T-BOLTS	10		
MECHANICS WIRE	1		
MUD FLAPS	4		
OIL ABSORBANT MATERIAL	50 LBS		
OPEN AND BOX WRENCHES	1		
PENETRATING OIL	1		
PICK AXE	1		
PLASTIC BAGGIES	10		
PRY BAR – 6'	1		
PUNCHES AND CHISLES	1		
PUSH BROOM	1		
RATCHET BINDERS-5/16, 3/8, 1/2	3		
RATCHET STRAP-2"	1		
RATCHET STRAPS-3" X 25'	4		
RECOVERY STRAP-4" X 10'	1		
REFLECTIVE TRIANGLES	6		
ROAD CONES	6		
ROLLOVER STICK 3'	1		
ROPES-10'	2		
RUBBER GLOVES	2 PAIR		
SHOVELS - SQUARE AND ROUND	1 EACH		
SISTER HOOK	1		
SLEDGE HAMMER	1		
SNATCH BLOCKS	2		
TIRE IRON	1		

**ATTACHMENT 5- ADDITIONAL REQUIRED EQUIPMENT
CATEGORY II**

TRANSPORT CHAINS-3/8" X 4'	2		
TRANSPORT CHAINS-5/16" X 6'	2		
TRANSPORT CHAINS-5/16" X4'	2		

Attachment 6-

RECOVERY VEHICLE ADDITIONAL EQUIPMENT

	Number Required	Number Verified	Meets Requirements Yes/No
10-TON BUILDING MOVING JACKS	2		
15" X 20" UNIVERSAL ANTI STATIC MAT PADS	50		
3/8 -1/2 CHAIN BINDERS SCREW STYLE	2		
36 INCH DRAIN COVERS	1		
AIR BAG RECOVERY KIT:	1		
HIGH PRESSURE BAGS	4		
LOW PRESSURE BAGS	4		
AIR FITTINGS & SHUT-OFF FITTING FOR BUSES	1		
AIR HOSE-25'	2		
AIR HOSE-50'	2		
AIR POWER CUTTING TOOL	1		
ALLOY CHAIN 1 HOOK-1/2" X 10' (2)	2		
ALLOY CHAIN 1 HOOK-1/2" X 3' (2)	2		
ALLOY CHAIN 1 HOOK-5/16" X 8' (2)	2		
ALLOY CHAIN 2 HOOK-1/2" X 15' (4)	4		
ALLOY CHAIN 2 HOOK-1/2" X 8' (4)	4		
ALLOY CHAIN 2 HOOK-3/8" X 10' (2)	2		
ALLOY CHAIN 2 HOOK-3/8" X 20' (2)	2		
ALLOY CHAIN 2 HOOK-5/16" X 10' (2)	2		
ALLOY MASTERLINK 20TON (1)	1		
ASSORTED OIL ABSORBENT SOCKS	1		
BLADDER, DRUMS, OR CONTAINERS FOR A TOTAL OF 250 GALLONS OF DIESEL FUEL.	1		
BOAT HOOKS-6', 10', 20' EXTENDABLE	1		
BOLT CUTTER	1		
BOTTLE JACK-20 TON WITH SCREW	1		
BRAKE BUDDY	1		
BUNGEE CORDS	15		
BUSINESS CARDS	10		
CABLE CHOKERS	1		
CABLE REPAIR CLIPS	1		
CAMERA	1		
CARGO STRAPS -26"	4		
CHAIN BRIDLE ½ "12 FOOT LEGS GRADE 80/100	1		
CHAIN REPAIR LINK	1		
CHAIN SAW	1		
CHAINS WITH ALLOY HOOKS - 3/8" X 8'	4		
CHAINS WITH ALLOY HOOKS - 5/16" X 8'	4		
CHANNEL LOCK PLIERS	1		
CHOKER HOOK	1		
COME-ALONGS	2		
COVERALLS TYVEK	2		

Attachment 6

Page 1 of 3

Attachment 6-

RECOVERY VEHICLE ADDITIONAL EQUIPMENT

CREEPER	1		
DRAG LIGHTS	1 SET		
DUCT TAPE	1		
ELECTRICAL REPAIR KIT (FUSES, BULBS, TAPE)	1		
ELECTRICAL TAPE	1		
EXTENSION CORD-50' 110 V	3		
FIRE EXTINGUISHER-20 LB.	1		
FIRST AID KIT	1		
FLASHLIGHT	1		
FUEL OIL CONTAINMENT STRUCTURE/ POOL	1		
GARBAGE BAGS	5		
GENERATOR 1200 WATT	1		
GLAD HANDS	2		
GLOVES	4 PAIRS		
GROUNDING RODS, WIRE, CLIPS	4		
HAND CLEANER	1		
HAND PUMP OR ELECTRONIC TRANSFER PUMP	1		
HARD HATS	2		
HEMP SECURING ROPES-3/8" X 15'	2		
HEMP SECURING ROPES-3/8" X 6'	2		
HIGH PRESSURE MATJACK CUSHIONS 20 TON	2		
HIGH PRESSURE MATJACK CUSHIONS 40 TON	2		
HOOKUP CHAINS-1/2" X 10'	2		
IMPACT GUN-1/2"	1		
INVOICE SLIPS	5		
LOOP STRAPS:			
BLUE 16'/12'	2/2		
RED 16'/12'	2/2		
YELLOW 16'/12'	2/2		
MAXI-BRAKE T-BOLTS	10		
MECHANICS WIRE			
MUD FLAPS	4		
NYLON STRAPS WITH PROTECTORS SOCKS - 6" x 20'	4		
NYLON STRAPS-8" X 12'/8"x20' /12"x20'	2 EACH		
OIL ABSORBANT MATERIAL	50 LBS		
OPEN AND BOX WRENCHES	1		
OXYGEN AND ACETYLENE CUTTING TORCHES	1		
PICK AXE	1		
PLASTIC BAGGIES	10		
PLIERS	1		
PRY BAR	1		
PUNCHES AND CHISLES	1 SET		
PUSH BROOM	1		

Attachment 6

Page 2 of 3

Attachment 6-

RECOVERY VEHICLE ADDITIONAL EQUIPMENT

RATCHET BINDERS-5/16, 3/8, 1/2	1 EACH		
RATCHET STRAPS-3" X 25'	4		
RECOVERY STRAPS	2		
REFLECTIVE TRIANGLES	6		
REPAIR AND PLUG KIT	1		
ROAD CONES	12		
ROPE 100'	1		
RUBBER GLOVES	2 PAIR		
SAFETY GOGGLES	6		
SCREW PIN SCHACKLES 8 TON	8		
SCREW PIN SCHACKLES 12 TON	4		
SHOVELS - SQUARE AND ROUND	1 EACH		
SIDE CUTTERS	1		
SUPPLEMENTAL LIGHTING DEVICE	1		
TREE/POLE SAW - 36"	1		
WORK GLOVES	10 PAIR		

ATTACH 7 - BID RESPONSE FORM: REQUIRED DOCUMENTS/ CHECK LIST

GENERAL BUSINESS DOCUMENTS			
RFR/SP 357 Section	Document	Complete Y/N	Resources
1.2.3/1.3.6	Certification of Business Hours		Provide a schedule of hours that business is open
1.2.4	Proof of Roadside Payments		
1.2.13	Department of Public Utilities (DPU) Involuntary Tow Certificate		https://www.mass.gov/files/documents/2018/08/03/Carrier%20Application-New-Tower.pdf
1.2.13	Massachusetts RMV Compliance Decals Vehicles Displaying Repair Plates		https://www.mass.gov/files/documents/2018/07/18/Application%20for%20Compliance%20Decals.pdf
1.2.13/3.1.5	RMV Section 5 Repair Plate Receipt		
1.2.13	Massachusetts RMV Commercial Vehicle State Inspection Sticker Report		https://www.mavehiclecheck.com/apps/station-locator
1.2.14	Proof of FMCSA Interstate Operating Authority		https://safer.fmcsa.dot.gov/CompanySnapshot.aspx
1.2.16	Complete List of drivers to include at minimum: Name, Date of Birth, License#, License State, and Date of Hire		Excel Spreadsheet
1.2.17	MA Business License – Registration with Secretary of State		https://www.sec.state.ma.us/cor/coridx.htm
1.2.17	If TSP does not own property for storage facility: Lease Agreement		
1.2.17	If TSP does not own property for business facility: Lease Agreement		
1.2.17	Proof of ownership of storage property		https://www.masslandrecords.com/
1.2.17	Proof of ownership of business property		https://www.masslandrecords.com/
1.2.18	MA Department of Environmental Protection HazMat Generator Registration		https://www.mass.gov/guides/hazardous-waste-generation-generators#obtain-or-modify-an-id-number-
1.2.18	MA Department of Environmental Protection HazMat Transporter Registration		https://www.mass.gov/guides/hazardous-waste-transportation-transporters#massdep-transporter-licensing-
1.3.5	Lease Agreement for leased or shared storage facility		
3.1.5	Classification as a repairman/repair facility		https://www.mass.gov/files/documents/2018/07/18/Application%20for%20Repair%20Registration.pdf
3.5.2	Itemized schedule of rates and charges		Provide a list of all proposed fees and supplemental charges/excel

ATTACH 7 - BID RESPONSE FORM: REQUIRED DOCUMENTS/ CHECK LIST

			spreadsheet
RFR/SP 357 Section	Document	Complete Y/N	Resources
3.5.5	Standard Operating Plan for handling of Hazardous Materials		
INSURANCE DOCUMENTS			
1.5.1	On-Hook Liability Certificate: Minimum \$100,000		
1.5.1	General Liability Insurance Certificate: Minimum \$1,000,000		
1.5.1	Garage Keeper's Insurance Certificate: Minimum \$100,000		
1.5.1	Worker's Compensation Insurance: MA Statutory Limits		
1.5.2	General Liability Insurance on an Endorsement for Motor Carrier Policies of Insurance for Public Liability on Form MCS-90: Minimum \$1,000,000		MCS-90 Endorsement
1.5.3	**FOR CATEGORY II ONLY** Additional General Liability Insurance Certificate: Minimum \$1,000,000		
CATEGORY I & CATEGORY II TOW OPERATOR QUALIFICATION DOCUMENTS			
2.1.1	Copy of Valid Driver's License: For each driver intended for use MSP calls for service		Photocopy of each driver's issued, current driver's license
2.1.1	Certified copy of Driving Record-issuing authority **For drivers with out of state licenses only		
2.1.2	Valid Medical Certificate/Skills Performance Evaluation (SPE) for each driver: Issued by and authority authorized by the FMCSA National Registry of Certified Medical Examiners		https://www.fmcsa.dot.gov/national-registry-certified-medical-examiners-search
2.1.2	Intra-state medical waiver (if applicable) MA state drivers not qualifying for medical cert.		https://search.mass.gov/?q=cdl%2Bmedical%2Bwaiver
2.1.3	Tow Operator Training Certificates for each employee who will operate tow/recovery machinery at MSP calls for service		Approved programs listed in Attachment 3
2.1.3/2.3.1	Tow Operator Training Curriculum for courses that do not appear in Attachment 3 for approval		
2.1.3	Traffic Incident Management Training Certificate TIMS Training		https://www.nhi.fhwa.dot.gov/course-search?tab=0&key=133126A&sf=0&course_no=133126A
2.1.4	Identification Badge for each employee to be used on MSP calls: Minimum Information:		

ATTACH 7 - BID RESPONSE FORM: REQUIRED DOCUMENTS/ CHECK LIST

	Photograph, Name and Training Company ID#		
RFR/SP 357 Section	Document	Complete Y/N	Resources
2.1.5	Signed Criminal Offender Record Information (CORI) Acknowledgement Form for each employee intended for use at MSP calls for service		https://www.mass.gov/files/documents/2017/09/19/CRA%20CORI%20acknowledgment%20form_0.pdf
2.1.5	Signed Criminal Offender Record Information (CORI) Acknowledgement Form for owner(s)/ principal(s)		https://www.mass.gov/files/documents/2017/09/19/CRA%20CORI%20acknowledgment%20form_0.pdf
CATEGORY II ONLY TOW OPERATOR QUALIFICATION DOCUMENTS			
2.2.1	Proof of enrollment with a CDL Drug & Alcohol Testing program in compliance with FMCSA/USDOT regulations		Contract with Drug & Alcohol Testing Consortium
2.2.2	Valid Hoisting License for each operator intended for use at MSP calls for service: Minimum Class 1B and/or for each class of machinery operated as issued by the Massachusetts Office of Public Safety and Inspections (OPSI)		https://www.mass.gov/hoisting
2.2.3	Rotator Operator Certification for each operator of rotator-style recovery vehicles for each operator intended for use at MSP calls for service		
2.2.4	Occupational Safety and Health Administration (OSHA) 10-hour General Industry Course for each operator intended for use at MSP calls for service		https://www.osha.gov/dte/outreach/
2.2.5	**SUPERVISOR ONLY** Hazardous Waste Operations and Emergency Response (HAZWOPER) 40-Hour certification		https://www.osha.gov/SLTC/emergencypreparedness/hazwoper/
CATEGORY I & CATEGORY II VEHICLE AND EQUIPMENT DOCUMENTS			
3.1.3/3.2.3	List of vehicles to include at a minimum: Type, Make, Model, Year, Vehicle Identification Number (VIN), GVWR, Winch Specifications		Excel Spreadsheet
3.1.3/3.2.3	Copies of proof of ownership of each vehicle/equipment intended for use at MSP calls for service		Copies of registrations, certificates of origin, copies of titles
3.1.3/3.2.3	For vehicles not registered that will display an RMV Section 5 plate, proof of tax/title for all vehicles intended for use at MSP calls for service		RMV Receipt of titling

ATTACH 7 - BID RESPONSE FORM: REQUIRED DOCUMENTS/ CHECK LIST

3.2.4	Certification that additional required equipment is available for vehicles/equipment intended for use at MSP calls for service as outlined in Attachment 4		
3.5.6	Emergency Response Plans/ Preparedness		
7.0	Statement of Qualification		Provide summary of Bidder's ability to perform
	Financial Stability		Certificate of Good Standing, and bank letter attesting to credit worthiness (have you filed bankruptcy in the last 7 years?)
10.1	Required Commonwealth Forms <ul style="list-style-type: none"> a. Commonwealth Terms & Conditions b. Request for Taxpayer Identification Number & Certification (W9) c. Contractor Authorized Signatory Listing d. Business Reference Form or Letters of Reference (three) e. Standard Contract Form f. Additionally Environmental Preferable Products/Practices Form 		Complete/sign Commonwealth forms. Upload to COMMBUYS, and provide original "wet ink" signatures on all forms with exception of reference form
	Submit Listing of Categories and Zones you are submitting bid response to		Excel Spreadsheet
10.1	Submit statement acknowledging that MSP will be the priority for all service calls.		

Above documents are mandatory for this RFR. Failure to provide these documents will be cause for the bid to be deemed as non-responsive and will result in disqualification. Documents must be uploaded to COMMBUYS, as well as submitted in a three ring binder with original signatures on required Commonwealth forms. Please use corresponding RFR section# when labeling your copies.

Please sign and print name of authorized individual below, attesting that you have read all requirements within the Request for Response, and all information provided is accurate.

Print Name

Company

Signature

Date

Attachment 8 – Troop H Tow Zones

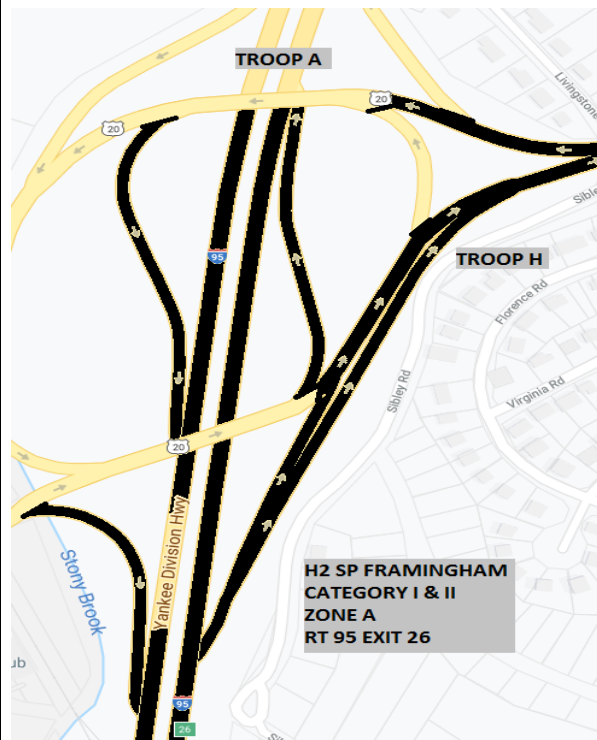
**H2 SP Framingham
450 Worcester Road
Framingham, MA 01702**

TOW ZONES CATEGORY I

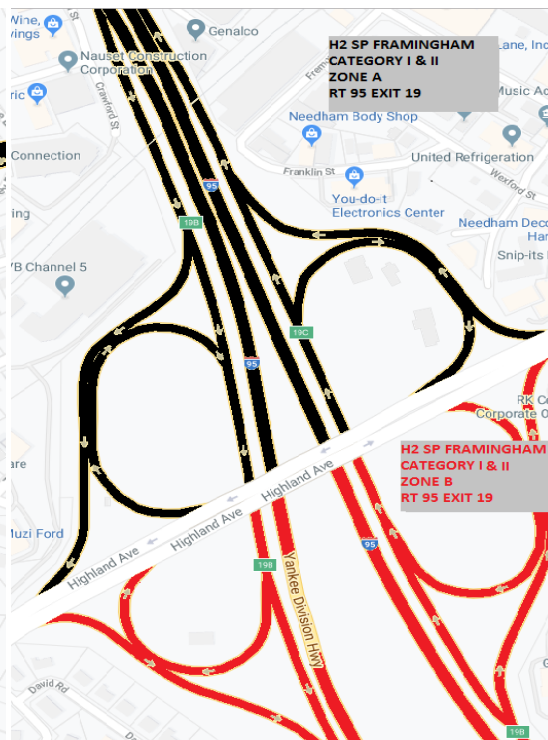
2 TSP: ZONE A: RT 95 Exit 26 (MAP 1) to Exit 19B/C (MAP 2) ; RT 9 Wellesley
Towns/Cities: Newton, Waltham, Wellesley, Weston

2 TSP: ZONE B: RT 95 Exit 19B/C (MAP 2) to Exit 12 (MAP 3)
Towns/Cities: Canton, Dedham, Needham, Westwood

2 TSP: ZONE C: RT 9 Natick, Framingham
Towns/Cities: Ashland, Dover, Framingham, Holliston, Natick, Sherborn, Sudbury, Wayland



MAP 1 (CATEGORY 1 & II)



MAP 2 (CATEGORY I & II)

Attachment 8 – Troop H Tow Zones



MAP 3 (CATEGORY I & II)

TOW ZONES CATEGORY II

2 TSP: ZONE A: RT 95 Exit 26 (MAP 1) to Exit 19B/C (MAP 2) ; RT 9 Wellesley

Towns/Cities: Newton, Waltham, Wellesley, Weston

2 TSP: ZONE B: RT 95 Exit 19B/C (MAP 2) to Exit 12 (MAP 3)

Towns/Cities: Canton, Dedham, Needham, Westwood

1 TSP: ZONE C: RT 9 Natick, Framingham

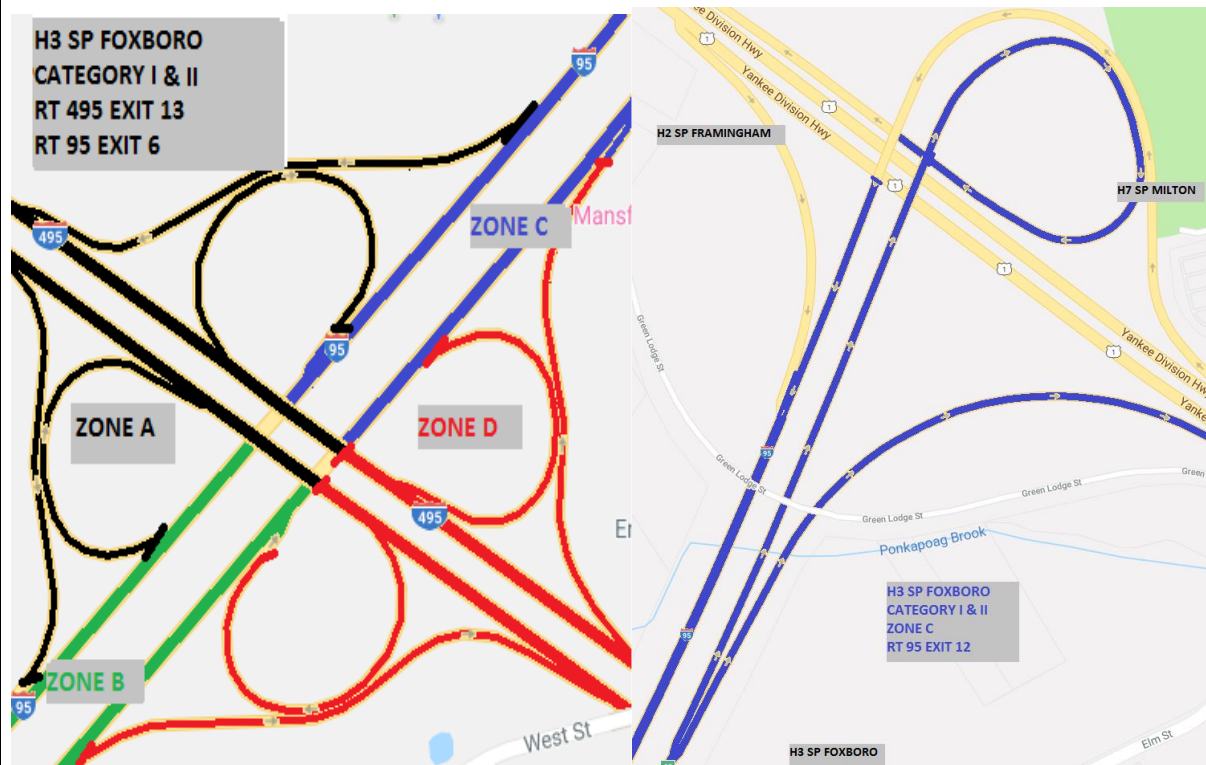
Towns/Cities: Ashland, Dover, Framingham, Holliston, Natick, Sherborn, Sudbury, Wayland

Attachment 8 – Troop H Tow Zones

H-3 SP Foxboro
136 Washington Street
Foxboro, MA 02035

TOW ZONES CATEGORY I

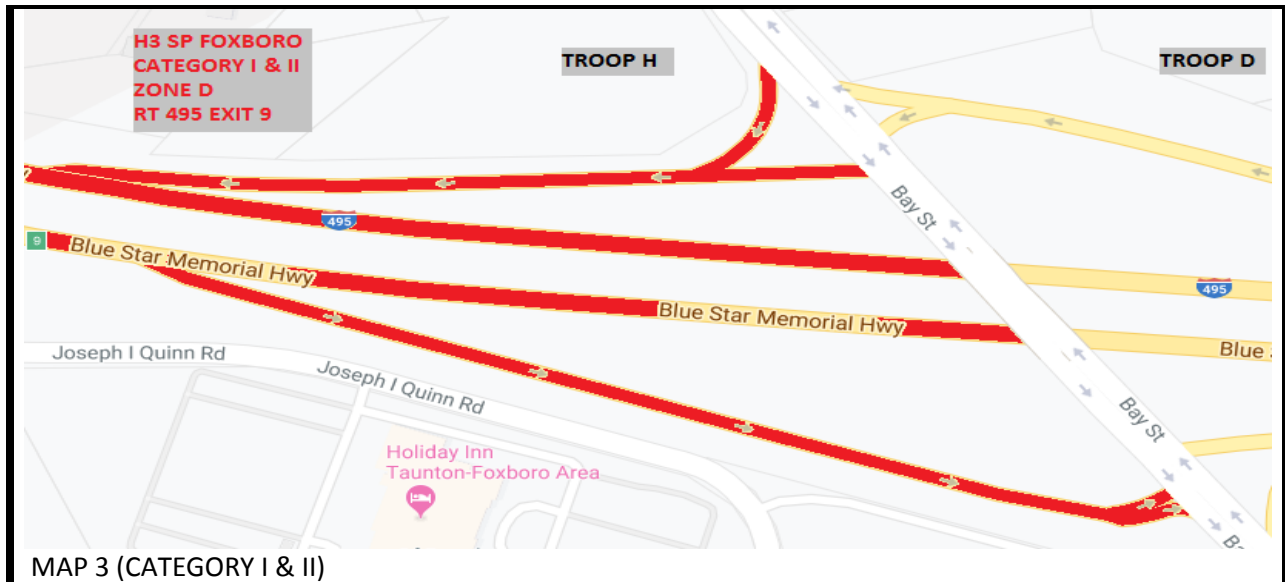
- 3 TSP: ZONE A: RT 495: Bellingham Town Line to Exit 13(MAP 1)
Towns/Cities: Bellingham, Foxboro, Franklin, Plainville, Wrentham
- 2 TSP: ZONE B: RT 295: RI Line to Exit 2 (RT 95); RT 95: RI Line to Exit 6A/B (MAP 1) NO RAMPS
Towns/Cities: Attleboro, North Attleboro
- 2 TSP: ZONE C: RT 95: Exit 6A/B (MAP 1) NO RAMPS to Exit 12 (Canton split/Rt 93) (MAP 2)
Towns/Cities: Canton, Norwood, Sharon, Walpole
- 2 TSP: ZONE D: RT 495: Exit 13 (MAP 1) to Exit 9 (MAP 3)
Towns/Cities: Mansfield, Norton



MAP 1 (CATEGORY I)

MAP 2 (CATEGORY I & II)

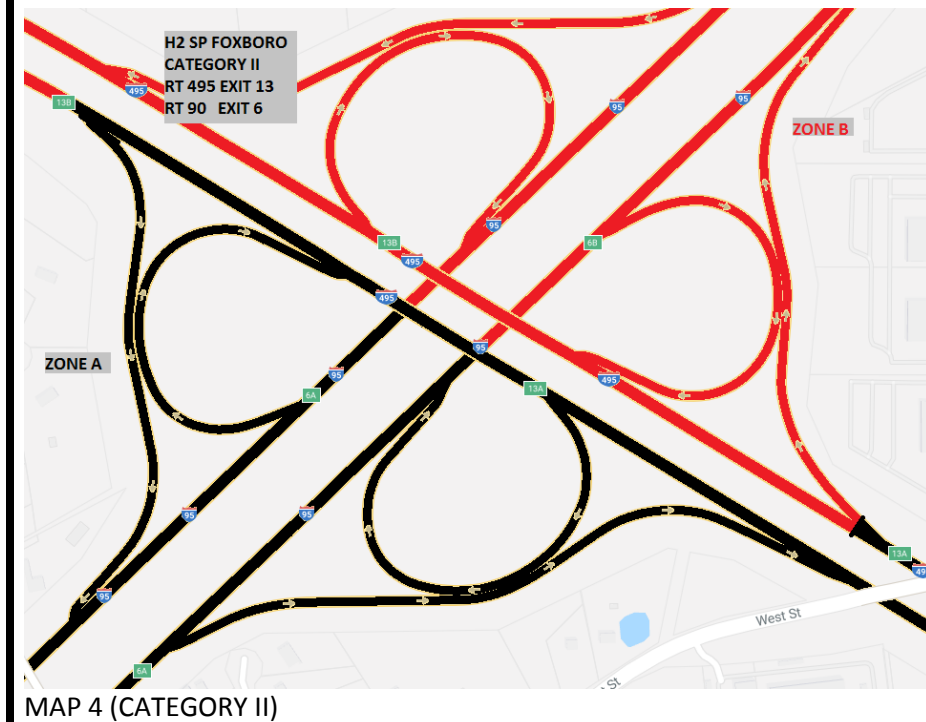
Attachment 8 – Troop H Tow Zones



TOW ZONES CATEGORY II

2 TSP: ZONE A: RT 95: RI line to Exit 6, RT 295, RT 495: Exit 13 (MAP 4) to Exit 9 (MAP 3)
Towns/Cities: Attleboro, Mansfield, North Attleboro, Norton

2 TSP: ZONE B: RT 95 EXIT 6 to EXIT 12 (MAP 2), RT 495: Bellingham line to Exit 13 (MAP 4)
Towns/Cities: Bellingham, Canton, Foxboro, Franklin, Norwood, Plainville, Sharon, Walpole, Wrentham



Attachment 8 – Troop H Tow Zones

**H-4 SP Boston
250 Leverett Circle
Boston, MA 02114**

TOW ZONES CATEGORY I

2 TSP: Zone A – Storrow Drive Leverett Circle to BU Bridge. Jamaica Way. Fenway. Charlesgate. Southwest Corridor. Park Drive. Riverway. Boston Local Roads Roxbury and Downtown but Excluding Allston and Brighton

2 TSP: Zone B – Memorial Drive from Land Boulevard to Gerry's Landing. Gilmore Bridge. Elliot Bridge. Cambridge Local Roads East of Alewife Brook/Fresh Pond Parkway

2 TSP: Zone C – Soldiers Field Road. Greenough Boulevard. Nonantum Road. Charles River Road. Allston and Brighton Local Roads.

2 TSP: Zone D – Route 2 from Alewife Brook Parkway to Exit 56. Alewife Brook Parkway. Fresh Pond Parkway. Cambridge Local Roads West of Alewife Brook/Fresh Pond Parkway. Watertown, Arlington, Belmont, Waltham, Lexington Local Roads

2 TSP: Zone E – Route 9 from Quinobequin Road to Tully Street. Hammond Pond Parkway. West Roxbury Parkway. Reservoir Road. St. Thomas Moore Road. West Roxbury Parkway. Fr. Herlihy Drive. Newton and Brookline Local Roads.

TOW ZONES CATEGORY II

2 TSP: ZONE A: East of Boston University Bridge – Excluding RT 90

2 TSP: ZONE B: West of Boston University Bridge – Excluding RT 90

SPECIAL CONSIDERATIONS

1. Intra-city zones
- 2 DCR Roadways: Additional considerations for snow removal/street sweeping
3. Storrow Drive

Attachment 8 – Troop H Tow Zones

**H-6 SP South Boston
125 William Day Boulevard
South Boston, MA 02125**

TOW ZONES CATEGORY I

2 TSP: ZONE A: Furnace Brook Parkway, Quincy Shore Drive

Towns/Cities: Quincy

2 TSP: ZONE B: RT 93: NB Exit 7 to Exit 9

RT 93 SB Exit 11 to Exit 7

All ramps at Burgin Parkway Complex

Towns/Cities: Braintree, Milton

2 TSP: ZONE C: RT 93: NB Exit 9 to Exit 13,

RT 93: SB Freeport St on-ramp Exit 9

Morrissey Blvd and Gallivan Boulevard

Towns/Cities: Dorchester

2 TSP: ZONE D: RT 93 NB: Exit 13 to exit 16

RT 93 SB: Exit 16 to Freeport Street on-ramp

Day Boulevard and Old Colony Avenue

Towns/Cities: South Boston

TOW ZONES CATEGORY II

2 TSP: ZONE A: Entire H-6 patrol area – Excluding RT 90

SPECIAL CONSIDERATIONS

1. Exceptionally high traffic volume. It is a necessity for TSPs to stage trucks in the center of the zone to come close to meeting response times and for quick clearance.
2. DCR Roadways: Additional considerations for snow removal/street sweeping.
3. HOV Lane: MassDot under contract with Export Towing to maintain HOV lane. Reduced lanes on RT 93 require quick clearance.

Attachment 8 – Troop H Tow Zones

H-7 SP Milton
685 Hillside Street
Milton, MA 02186

TOW ZONES CATEGORY I

2 TSP: ZONE A: RT 139 and areas south of RT 139, Rt 24: Exit 18 (MAP1)-Exit 20 (MAP 2)

Towns/Cities: Avon, Brockton, Holbrook, Stoughton

3 TSP: ZONE B: RT 24: Exit 20 to Exit 21/Split (MAP 3), RT 93: Exit 5A to Exit 1, RT 95 (MAP 4);

Towns/Cities: Stoughton, Canton, Randolph

2 TSP: ZONE C: RT 93 Exit 5 (MAP 5) to RT 3, RT 3 to Exit 17 Union Street (MAP 6);

Towns/Cities: Braintree, Milton, Quincy, Randolph

3 TSP: ZONE D: Area north of RT 93 between RTS 95 and 28; DCR Roadways

Towns/Cities: Boston, Hyde Park, Mattapan , Roslindale, West Roxbury



MAP 1 (CATEGORY I & II)

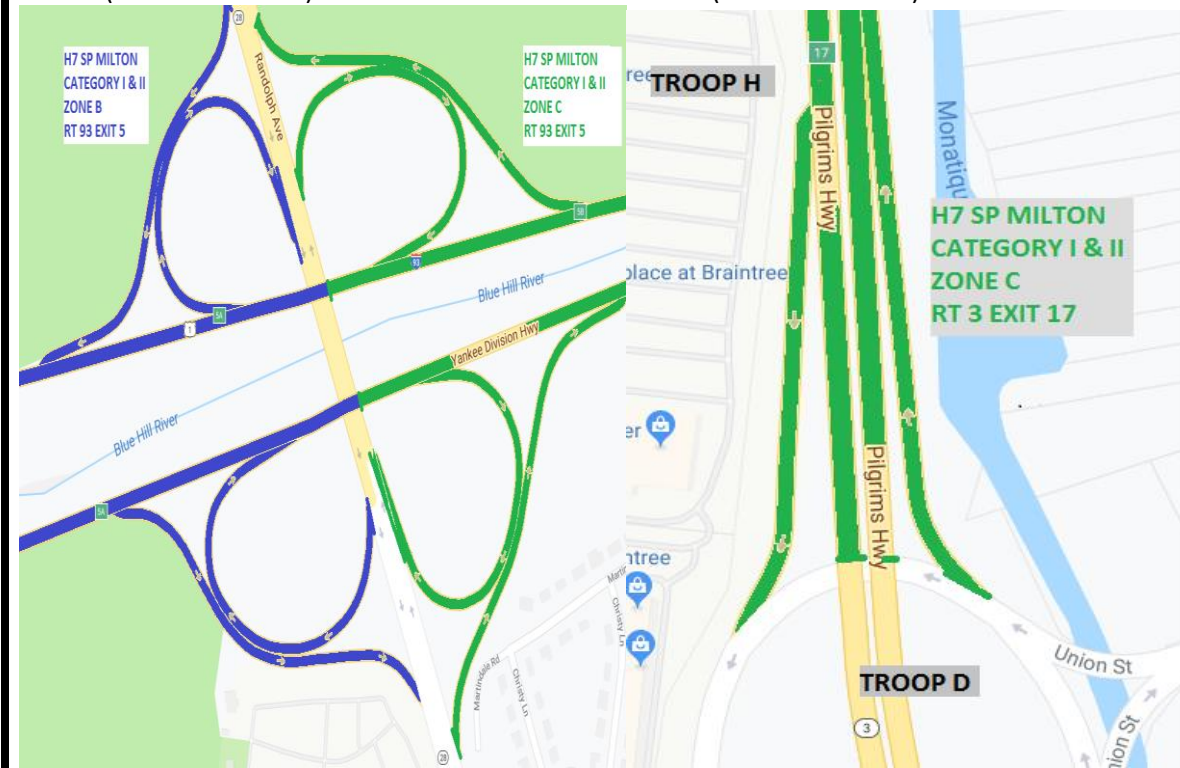
MAP 2 (CATEGORY I & II)

Attachment 8 – Troop H Tow Zones



MAP 3 (CATEGORY I & II)

MAP 4 (CATEGORY I & II)



MAP 5 (CATEGORY I & II)

MAP 6 (CATEGORY I & II)

Attachment 8 – Troop H Tow Zones

TOW ZONES CATEGORY II

- 1 TSP: ZONE A: RT 139 and areas south of RT 139, Rt 24: Exit 18 (MAP1)-Exit 20 (MAP 2)
Towns/Cities: Avon, Brockton, Holbrook, Stoughton
- 1 TSP: ZONE B: RT 24: Exit 20 to Exit 21/Split (MAP 3), RT 93: Exit 5A to Exit 1, RT 95 (MAP 4);
Towns/Cities: Stoughton, Canton, Randolph
- 1 TSP: ZONE C: RT 93 Exit 5 (MAP 5) to RT 3, RT 3 to Exit 17 Union Street (MAP 6);
Towns/Cities: Braintree, Milton, Quincy, Randolph
- 1 TSP: ZONE D: Area north of RT 93 between RT 95 and RT 28; DCR Roadways
Towns/Cities: Boston, Hyde Park, Mattapan , Roslindale, West Roxbury

SPECIAL CONSIDERATIONS

- 1. High volume traffic roadways
- 2. Seasonal venues Blue Hills Reservation, Houghton's Pond
- 3. DCR Roadways: Additional considerations for snow removal/street sweeping

Attachment 8 – Troop H Tow Zones

**H-8 SP Weston
668 South Street
Weston, MA 02493**

TOW ZONES CATEGORY I

2 TSP: ZONE A: RT 90 EB and WB East of RT 128 MM 123.4 TO MM 131 (Inclusive of all ramps)

2 TSP: ZONE B: RT 90 EB and WB West of RT 128 MM110.1 TO MM123.4 (Inclusive of all ramps)

TOW ZONES CATEGORY II

2 TSP: ZONE A: RT 90: MM 110.1 TO MM 131 – Inclusive of all ramps

**H-9 SP Ted Williams Tunnel
100 MassPort Haul Road
South Boston, MA 02210**

TOW ZONES CATEGORY I

2 TSP: ZONE A: West Tow Zone: RT 90 WB from Kneeland St on-ramp (mm 134) to the IC interchange (mm130.9) and all on-ramps @: Arlington St, Clarendon St, Copley Square, and Mass Ave and WB ramps of Exit 20 in Brighton.

2 TSP: ZONE B: East Tow Zone: RT 90 EB from Exit 18 (mm 130.7) Exit 24 (mm 134) and includes off-ramps to Exit 22, (including “U-Turn” lane).

2 TSP: ZONE C: H-9 Parking Lot: IRO (MassDOT Incident Response Operators) remove vehicles from their tow zones and deliver to H-9 for removal.

TOW ZONES CATEGORY II

1 TSP: ZONE A: West Tow Zone: Rt 90 WB from Kneeland St on-ramp (mm 134) to the IC interchange (mm130.9) and all on-ramps @: Arlington St, Clarendon St, Copley Square, and Mass Ave and WB ramps of Exit 20 in Brighton

1 TSP: ZONE B: East Tow Zone: RT 90 EB from Exit 18 (mm 130.7) to Exit 24 (mm 134) and includes off-ramps to Exit 22, (including “U-Turn” lane).

1 TSP: ZONE C: All areas of patrol where Category I tows are managed by “IRO”:

- RT 93 and all tunnels and ramps
- RT 90 EB: Exit 24 A/B/C to MM 138
- RT 90 WB: RT 1A through Connector Tunnel to Kneeland St on-ramp
- Sumner Tunnel
- Callahan Tunnel
- Tobin Bridge

SPECIAL CONSIDERATIONS

1. Intra-City Zone: Areas serviced by MassDOT IRO (Incident Response Operator):

RT 93 NB & SB and all ramps and tunnels

RT 90 EB from Exit 24 (A,B,C) (mm 134) to the end of RT 90 (mm 138)

RT 90 WB start (mm 138) to end of Connector Tunnel at Kneeland Street on-ramp

Sumner and Callahan Tunnels

Tobin Bridge

2. IRO Service Posts: Mandated MassDOT Incident Response Operators at various posts: They remove vehicles for quick clearance to H-9 for secondary tows. They service disabled/crashed vehicles utilizing specific guidelines for roadways (IE: No re-fueling disabled vehicles out of fuel in tunnels).

3. DCR Roadways: Additional considerations for snow removal/street sweeping

4. MBTA: Specific training and equipment required to remove disabled MBTA vehicles. MBTA sends own personnel to attend to their vehicles.

5. Tunnels: Special removal of busses and large trucks due to height limitations.

6. Lack of Breakdown Lanes: Vehicles disabled/crashed in travel lanes require immediate removal/quick-clearance.